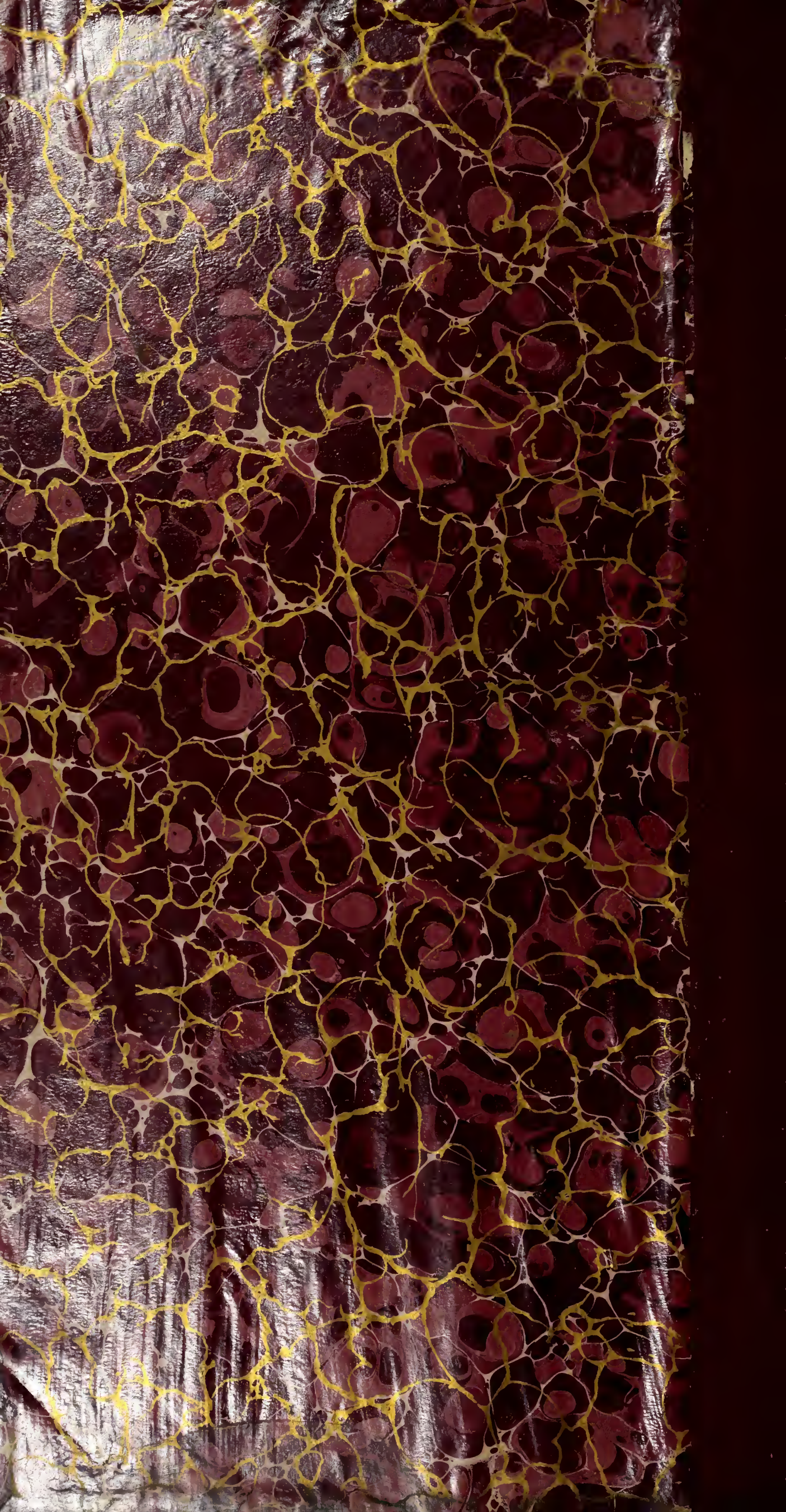
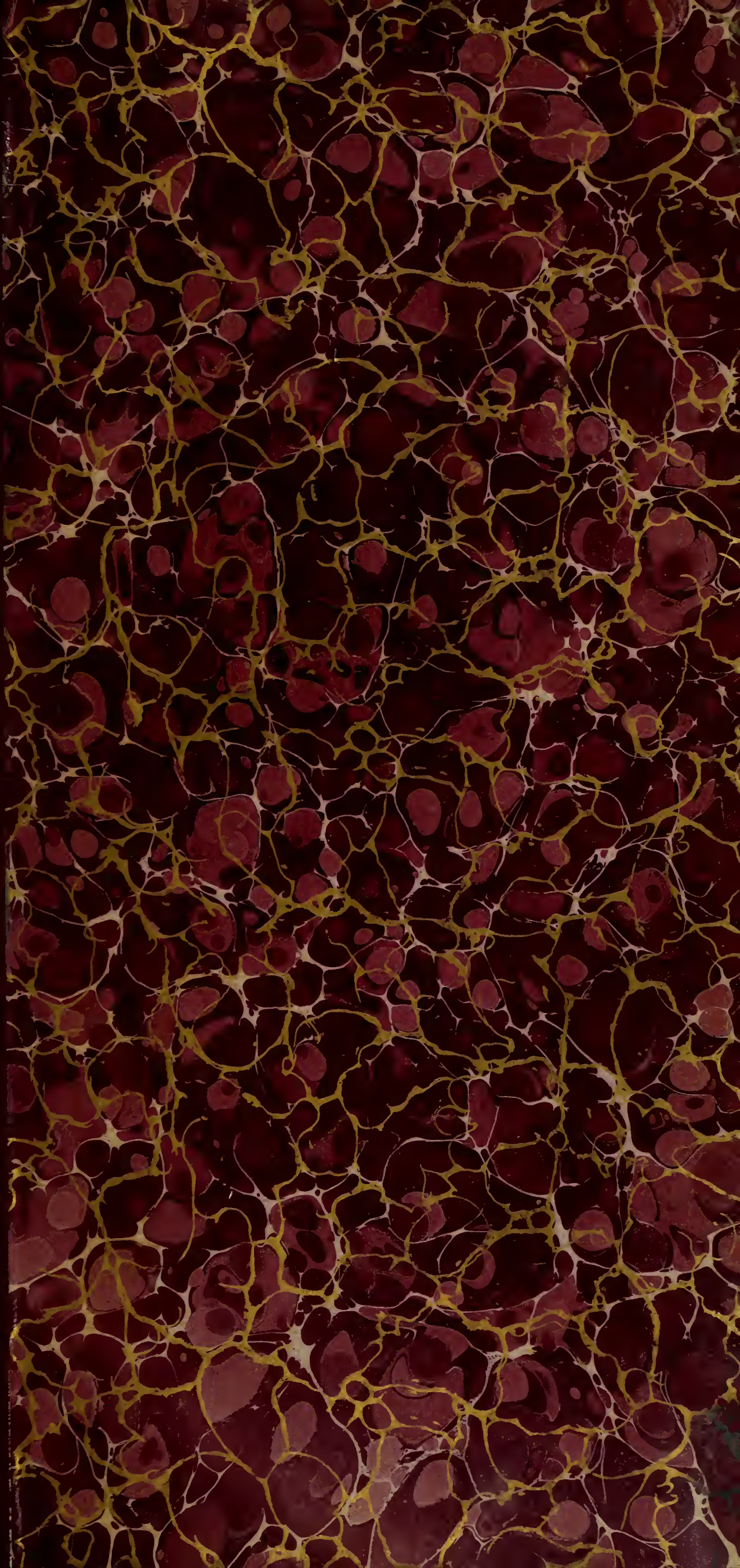












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1

Know all men by these presents,

That the Jamaica Pond Aqueduct Corporation a corporation duly established under the laws of the Commonwealth of Massachusetts

In consideration of 125,332 and 84/100 dollars

paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, all those several parcels of land with the buildings thereon situate in said Boston and heretofore taken from said Corporation by the Board of Park Commissioners of said City by votes passed respectively, April 30, 1890 and December 24, 1892, and comprising three parcels described in said votes as taken from said Jamaica Pond Aqueduct Corporation and two parcels described as taken from the Brookline Land Company or the Jamaica Pond Aqueduct Corporation or both, reference being had to said votes, copies whereof are filed and recorded in the Registry of Deeds for the County of Suffolk, for a more particular description of the ^{released} premises; also all the machinery, fixtures, water-pipes, tools and apparatus of every kind used by said Aqueduct Corporation for the purposes of drawing and supplying water within said City and the town of Brookline, and all said Corporation's right, title and interest in any water rates due or accruing for water supplied by said Corporation from the first day of January current to the date hereof.

And the abovenamed consideration has been received in full satisfaction and discharge of all said Jamaica Pond Aqueduct Corporation's claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said takings.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. ~~And~~ , ~~the said~~ , for ~~sel~~ and ~~heirs, executors and administrators.~~

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~~do covenant with the said City of Boston, and its assigns, that the premises are free from all~~
~~incumbrances made or suffered by~~
~~_____ and that _____ will, and _____ heirs, executors and administrators~~
~~shall, warrant and defend the same to the said City of Boston, and its assigns forever, against~~
~~the lawful claims and demands of all persons, claiming by, through or under~~
~~but against none other.----~~

AND for the consideration aforesaid, _____

~~do hereby release unto the said City of Boston, its successors and assigns, all right of dower~~
~~and homestead exemption in the granted premises.-----~~

IN WITNESS WHEREOF, the said Jamaica Pond Aqueduct Corporation
has caused its corporate seal to be hereto affixed and these presents
to be signed in its name and behalf by Moses Williams, its president,
hereto duly authorized

_____ have hereunto set _____ hand _____ and _____
seal- this _____ tenth ----- day of -- January ----, in the year of our
Lord one thousand eight hundred and ninety-three

*Signed and sealed }
in presence of }*

A. E. Buffum.

Jamaica Pond Aqueduct Corporation
by Moses Williams President. (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

January 10, 189 3

Then personally appeared the above-named Moses Williams, president of the Jamaica
Pond Aqueduct Corporation
and acknowledged the foregoing instrument to be the free act and deed, of said
Corporation

Before me,

A. E. Buffum

Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, January 10 189 3 1h. -----m. P. M.

Received and entered with Suffolk Deeds lib. 2106 page 305

Attest,

Thos. P. Temple

Register.

By a special meeting of the stockholders of the Jamaica Pond Aqueduct Corporation, duly called for the purpose and held at Boston, on Friday, December 30, at 10 o'clock A.M., all the stock being present or represented, it was unanimously

VOTED, that Moses Williams, the president of this corporation, be and he hereby is authorized in its name and behalf to convey in fee to the City of Boston, at any time within sixty days from January 1, 1893, all the lands of this Corporation with the buildings thereon, together with all its fixtures, pipes, franchises, and such of its personal property as to him shall seem best, upon the receipt from said City of not less than \$125,000 in cash; but said conveyance shall contain no covenants of warranty on the part of this Corporation expressed or implied.

A true copy,

Attest: James W. Austin
 Clerk.

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Two & signed

Know all men by these presents,

That I, Thomas L. Jenks of Boston in the Commonwealth of Massachusetts Trustee under a certain indenture dated September 9, 1881 and recorded with Suffolk Deeds, lib. 1548, page 68, acting herein under and by virtue of the power and authority given to me in and by said indenture and of every other power me hereto enabling,

In consideration of fourteen thousand five hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: Northwesterly by Bennet avenue, 42 and 2/100 feet; northeasterly by land of said City formerly of Herbert F. Wheat of David F. Tilley and of Eliza B. Macquarrie, 45 and 92/100 feet; southeasterly by land of said Macquarrie, 8 and 74/100 feet; southwesterly by other land of said City formerly of said Wheat, 11 and 81/100 feet; again southeasterly by the same and by other land of said City formerly of David Flynn, 38 and 3/100 feet; again southwesterly by said land formerly of said Flynn and of other land of said City formerly of Michele and Filomena Pozzo, 34 and 15/100 feet: containing 1570 square feet, more or less.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the twenty-fifth day of May, 1897, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of or in any way growing out of said taking

This conveyance is made subject to taxes for the current year, which said City agrees to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And _____, the said _____

, for _____ set _____ and _____ heirs, executors and administrators;

~~do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by~~
~~_____ and that _____ will, and _____ heirs, executors and administrators~~
~~shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under~~
~~but against none other _____~~

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Thomas L. Jenks, Trustee as aforesaid

have hereunto set my hand and seal this -- twentieth----- day of -- December ----, in the year of our Lord one thousand eight hundred and ninety-seven.

*Signed and sealed }
in presence of }*

Roscoe P. Owen.

Thos. L. Jenks, Trustee (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. December 20 1897

Then personally appeared the above-named Thomas L. Jenks
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Roscoe P. Owen

Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, December 20 1897 4 h. 10 m. P.M.

Received and entered with Suffolk Deeds lib. 2492 page 415
Attest, Thos. F. Temple.

Register.

Know all men by these presents,

That we, Florinda A. Johnson, sometimes known as Flora A. Johnson, of Boston in the Commonwealth of Massachusetts, widow, Chandler R. Clifford of the City, County and state of New York, and Eva M. Clifford, wife of said Chandler R, in her right, and Edward H. Bailey, and Edward C. Bailey and Louise Bailey, wife of said Edward C, all of said City, County and In consideration of

~~to~~ paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park.

State of New York, and I, the said Edward H. Bailey as I am guardian of Theodore L. Bailey, of said city, county and state, and acting herein under and by virtue of a license granted to me by the Probate Court for the County of Suffolk in said Commonwealth, on the fourth day of February current, being the owners of a certain parcel of land situate in that part of said Boston formerly Roxbury, bounded southeasterly by Bellevue street, formerly known as Maple avenue, southwesterly by land of Thomas J. Emery, Trustee, northwesterly by the public park known as the Riverway, and northeasterly by land now or formerly of Jacob Edwards, and shown on a plan signed by William Jackson, City Engineer, dated August 17, 1885, and recorded with Suffolk Deeds, lib. 1691, page 210; in consideration of one dollar to us paid by said City of Boston, the receipt whereof is hereby acknowledged, and the further consideration that said City shall construct along the boundary line of said park and adjoining our said premises a roadway and walk to which we and our heirs and assigns (owners or occupants of our said adjoining premises) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City, or by any other board or department having for the time being the control and management of said park.

~~And for the above named consideration~~ do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

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remaining land abutting upon said park, and do also, for ~~our~~ selves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting down is~~ Stet. required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. ~~The described premises are shown on a plan~~

made by _____,
dated _____, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This ~~conveyance~~ ^{agreement} is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, ~~and the further consideration that said~~ CITY OF BOSTON shall construct along the boundary line of said park within said parcel of land a roadway and walk to which _____ and _____ heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for our selves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor ~~exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story~~ (excepting churches or chapels) ~~and no roof shall be used for laundry or clothes-drying purposes.~~

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ~~cornices at the roof of the building~~ ^{balustrades projecting not more than ten feet}) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation. $\frac{1}{2}$

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

~~#exceed 70 ft in height to the highest point of the roof from the mean grade of the adjoining sidewalk, or above the grade of the grd. at the prin. front of the bldg. in case the grade of said grd. is above the grade of said sidewalk.~~ $\frac{1}{2}$ provided, however, that the restric'ns set forth in this P shall not apply to the bldgs now standing on said premises.

~~TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston~~
~~in fee simple forever. And ---, the said,~~ This agreement is made upon the express
condition that any betterments assessed upon estates belong ing to us on
account of the laying out and construction of said park shall be assumed
by said City of Boston.
~~for --- set --- and --- heirs, executors and administrators, to --- covenant with the~~
~~said City of Boston, that~~
lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances,

that --- have
good right to sell and convey the same to the said City of Boston forever as aforesaid; and that
--- will and --- heirs, executors and administrators shall warrant and defend the
same to the said City of Boston forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Florinda A Johnson, Chandler R.
Clifford, Eva M. Clifford, Edward H. Bailey, Edward C. Bailey, Louise
Bailey, wife of said Edward C., and said Edward H. Bailey Guardian of
Theodore L. Bailey

have hereunto set our hands and
seals this -- twentieth --- day of -- February ---, in the year of our Lord one
thousand eight hundred and ninety-seven

Signed and sealed }
in presence of }

Florinda A. Johnson, (seal)
Charles R. Clifford, (seal)
Eva M. Clifford, (seal)
Edward H. Bailey, (seal)
Edward C Bailey, (seal)
Louise Bailey, (seal)
Edward H. Bailey Guardian (seal)
for Theodore L. Bailey

Commonwealth of Massachusetts.

SUFFOLK, SS. February 20 1897 .

Then personally appeared the above named Florinda A. Johnson
and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Frank L. Roberts.
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, March 16 18 97 . 4 h. 26m. P.M.

Received and entered with Suffolk Deeds, lib. 2427 fol. 376

Attest,
Thos. T. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Partial release of mortgage Charles U. Cotting Trustee under will of Francis Bowen. lib.2427. page 379.

Release Rollin K. Allen. lib.2427, page 380 (mortgage) Partial release.

Know all men by these presents,

That I, John B. Johnson of Boston in the Commonwealth of Massachusetts,

In consideration of fifty-four hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in said Boston and bounded as follows, viz: southwesterly by Charter street 24 feet; northwesterly by land of said City formerly of the Boston Gas Light Company 69 feet; northeasterly by the same 26 feet; southeasterly by other land of said City formerly of Sheeran, 72 feet, or however otherwise said premises may be bounded measured or described, meaning hereby to convey to said City the same premises conveyed to me by deeds of Thomas C. Singleton and Alfred S. Currier, dated September 11, 1867, and recorded with Suffolk Deeds, Lib. 907 fols 84 and 86, to which deed reference may be had for a more particular description.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed December 7, 1893 and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Caroline A. Johnson, wife of said John B. Johnson

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said John B. Johnson and Caroline A. Johnson

have hereunto set our hands and seals this 29th day of May, in the year of our Lord one thousand eight hundred and 94

Signed and sealed }
in presence of }

Roscoe P. Owen

John B. Johnson, (seal)
Caroline A. Johnson (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. May 31, 1894

Then personally appeared the above-named John B. Johnson
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Roscoe P. Owen

Justice of the Peace.

Approved,
Roscoe P. Owen

City Conveyancer.

BOSTON, May 31 1894 2 h. 35 m. P M.

Received and entered with Suffolk Deeds lib. 2201 page 639

Attest,
Thos F. Temple.

Boston, June 6, 1894, at 2 o'clock and 30 m. P.M. rec'd and entered with Suffolk Deeds, Lib. 2203 page 264 Attest Thos F. Temple.
Release of all damages from Louis Tauber May 29, 1894.

Register.

Know all men by these presents,

That I, Eben D. Jordan, of Boston, in the Commonwealth of Massachusetts

In consideration of six thousand four hundred fifty-four and 50/100 dollars. to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in the said Boston and bounded and described as follows: beginning at a point in the southeasterly line of Brookline Avenue at land of the Boston Water Power Co. and from said point running northeastwardly by said line of said Avenue, 40 and 69/100 feet: thence turning and running southeastwardly by a curved line of 2,148 and 79/100 feet radius on other land of grantor as shown on the plan herein after referred to, 50 and 5/10 feet: thence turning and running eastwardly by ^{the} southerly line of the proposed extension of Boylston Street, as shown on said plan 28 and 9/100 feet: thence turning and running ^{south} westwardly and southwardly by a curved line of 20 feet radius 37 and 95/100 feet: thence southeastwardly by said first mentioned curved line 39 and 44/100 feet to land of said city formerly of Lincoln and Candler, said last two measurements being on other land of grantor: thence turning and running southwestwardly on said land formerly of Lincoln and Candler 29 and 88/100 feet to said land of said Water Power Co: thence turning and running northwestwardly by said last mentioned land 115 and 99/100 feet to the point of beginning: containing 4303 square feet, more or less, and being a portion of the premises conveyed to me by deed of Peter Graf-fan and recorded with Suffolk Deeds, lib. 1846, fol. 109.

And for the above-named consideration ---- I ---- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said park, and do also, for **my** self and **my** heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon **my** said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of **my** said remaining land abutting upon said park. The described premises are shown on a plan

made by **William Jackson, City Engineer.**

dated **March 14, 1890** -----, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to **me** on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and **my** heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for **my** self and **my** heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and **my** heirs and assigns will hold **my** remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by **me** of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty ~~five~~ feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, **her** heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Eben D. Jordan and Julia M. Jordan, my wife, who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the granted premises

have hereunto set our hands and seal this thirty-first day of December, in the year of our Lord one thousand eight hundred and ninety

*Signed and sealed)
in presence of)*

Eben D. Jordan, (seal)
Julia M. Jordan (seal)
by Eben D. Jordan Attorney.

fifty-six printed words having first been stricken out of the second page and an interlineation made between the ninth and tenth lines on the first page.
William E. Shedd.

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, December 31, 1890.

Then personally appeared the above named Eben D. Jordan and acknowledged the foregoing instrument to be his free act and deed,

Before me,
William E. Shedd,
Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, December 31, ----- 1890 . 2 h. 44 m. P.M.

Received and entered with Suffolk Deeds, lib. 1974 fol. Page 625

Attest, Chas. W. Kimball,
Asst. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Partial release of mortgage, Franklin Savings Bank of Boston.
Suffolk Deeds, lib.1974. page 628.

Know all men by these presents,

That I, Michael Kelley of Boston in the Commonwealth of Massachusetts being the owner of a certain parcel of land situate near Goldsmith street in that part of said Boston formerly West Roxbury, and being lot numbered 13 on a plan made by J. Edwin Jones, dated July 20, 1887, and recorded with Suffolk Deeds, at the end of liber 1791, and also of that portion ~~in consideration of~~ to ~~paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park.~~

of a passageway 18 feet wide embraced within the side lines of said lot numbered 13, extended westerly and lying between said lot numbered 13 and the public park known as the Arnold Arboretum, in consideration of one dollar to me paid by the said City of Boston in said Commonwealth, the receipt whereof is hereby acknowledged, and the further consideration that said City shall construct along the boundary line of said park and adjoining my said premises a roadway and walk to which I and my heirs and assigns (owners or occupants of my said adjoining premises) shall have free access with the right to use the same for the purposes of a way subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City or by any other board or department having for the time being the control and management of said park, do hereby for myself and my heirs and executors and administrators covenant and agree with said City of Boston that I and my heirs and assigns ^{said lot numbered 13 and said portion of} will hold said passageway subject to the following restrictions which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land.

¶1 No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, merchantile or manufacturing purposes. nor exceed five stories in height above the basement or cellar. nor (excepting churches or chapels) exceed 70 feet in height to the highest point of the roof from the mean grade of the adjoining sidewalk of said parkway, or above the grade of the ground at the principal front of the building, in case the grade of said ground is above the grade of said parkway, and no roof shall be used for laundry or clothes drying purposes.

~~And for the above-named consideration do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon~~

remaining land abutting upon said park, and do also, for ~~sel~~ and ~~heirs,~~
 executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that
~~I~~ will not and they shall not make or have any claim or demand against said city for damages
 in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to
 support such filling, or to support the bank on the line of said park, where cutting down is
 required for such grading, and further that ~~will not, and they shall not remove or permit~~
 to be removed by any person other than the officers or agents of said city any portion of the
 filling placed or sloped upon ~~said remaining land abutting upon said park in grading the~~
 same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon
 the line of ~~said remaining land abutting upon said park.~~ The described premises are
 shown on a plan —

made by —

dated —, and filed in the office of said Park Commissioners, to
 which plan reference may be had for a more particular description of said premises.

— This conveyance is made upon the express condition that if any betterments are assessed
 upon estates belonging to — on account of the laying out and construction of said park,
 said betterments shall be assumed by said CITY OF BOSTON.

AND for the above named consideration, and the further consideration that said
 CITY OF BOSTON shall construct along the boundary line of said park, within said parcel
 of land, a roadway and walk to which — and — heirs and assigns, (owners or occu-
 pants of adjoining lands of grantor —) shall have free access, with the right to use the same for
 the purposes of a way, subject to such reasonable rules and regulations as may from time to time
 be made by the Park Commissioners of said city, or by any other board or department
 having for the time being the control and management of said park, — hereby, for
 sel — and — heirs, executors, and administrators, covenant with said CITY OF BOSTON,
 that — and — heirs and assigns will hold — remaining land abutting upon said
 park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
 which shall be inserted or referred to in any conveyance hereafter made by — of the whole
 or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public
 stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in
 height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the
 edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or
 chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of
 more than two houses, nor wooden house or block standing at a distance less than five feet from
 the side line of the lot upon which the same is placed, and no wooden house costing less than
 five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
 apartment house costing less than four thousand dollars per suite of apartments, exclusive in
 each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from
 the exterior line of said park ; provided that steps, windows, porticos, and other usual projections
 appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-
 five feet, subject to the following limitations, viz. : first, that no projections of any kind (other
 than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than 10 ft.} ~~cornices at the roof of the build-~~
 ing) shall extend more than five feet from the rear line of the aforesaid space ; second, that no
 projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
 foundation wall sustaining the same (such foundation wall being a projection of the front wall),
 will be allowed (excepting oriel windows above the first story on a street corner), unless any
 horizontal sections of such projections would fall within the external lines of trapezoids, the
 sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
 whole front of the building, and the base of any one of which trapezoids does not exceed
 eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each
 house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk
 shall be maintained by said CITY OF BOSTON, and the grantor I, and my heirs and assigns,
 owners or occupants of ^{by said} ~~grantor~~ adjoining lands, shall have free access thereto and liberty to
 use the same for the purposes of a way, subject to the rules and regulations aforesaid.

~~TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston~~
~~in fee simple forever. And ———, the said~~

~~for ——— sel ——— and ——— heirs, executors and administrators, do ——— covenant with the~~
~~said City of Boston, that~~

~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~

~~that ——— have~~
~~good right to sell and convey the same to the said City of Boston forever as aforesaid; and that~~
~~—— will, and ——— heirs, executors and administrators shall warrant and defend the~~
~~same to the said City of Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, I the said Michael Kelley

have hereunto set my hand and
seal this twenty-fourth day of April , in the year of our Lord one
thousand eight hundred and ninety-six

Signed and sealed)
in presence of)
V. Fulmore.

his
Michael X Kelley (seal)
mark

Commonwealth of Massachusetts.

SUFFOLK, ss. April 25 1896 .

Then personally appeared the above named Michael Kelley
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Humphrey F. Brooks,
Justice of the Peace.

Approved,

Poscoe P. Owen.
City Conveyancer.

BOSTON, April 28 1896 . 4 h. 10 m. P. M.

Received and entered with Suffolk Deeds, lib.2354 fol. 37

Attest,

Thos. F. Temple.

Register.

CITY OF BOSTON.
TO THE

PUBLIC PARK DEED.

Partial release of mortgage Benjamin H. Goldsmith et als. lib.2354.fol.39.

Know all men by these presents,

That I, Moses Kimball of Brookline in the Commonwealth of Massachusetts

In consideration of twelve hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded and described as follows; viz., Beginning on the westerly side of Buttonwood street at land of said City formerly of Henry T. Bowers and running southerly on said Buttonwood street 61 and 61/100 feet to other land of grantor; thence running northwesterly by a curved line of 20 feet radius, 21 and 52/100 feet and southwesterly by a curved line of 1091 and 28/100 feet radius, 81 and 93/100 feet, both on said other land of grantor to land of said City formerly of Rebecca C. Trask; thence running northerly on said last mentioned land 85 and 63/100 feet to said land formerly of said Bowers; thence running easterly on said last mentioned land 100 feet to the point of beginning; containing 5829 square feet, more or less, and being a portion of the premises conveyed to me by deed of Ann S. Cook et al., trustees, dated May 30, 1863, and recorded with Norfolk deeds, lib. 315, page 148. And for said consideration I do also hereby release and convey to said City all my right, title and interest in and to the fee and soil of so much of said Buttonwood street as borders upon the described premises and is included within the lines of said park.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my remaining land abutting upon said park, and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Mass., taken April 29, 1892 for a park under chap. 185 of the acts of 1875, made by Wm. Jackson, City Eng. dated April 29, 1892 and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. And I, the said Grantor

for myself and my heirs, executors and administrators, do covenant with the
said CITY OF BOSTON, that at the time of said taking I was
lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,
except said taking

that I have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that
I will, and my heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Moses Kimball and Frances L.A.
Kimball, wife of said Moses, who joins herein in token of her release
of all right and title of or to both dower and homestead in the described
premises

have hereunto set our hands and
seals this twenty-second day of November, in the year of our Lord one
thousand eight hundred and ninety-two

Signed and sealed }
in presence of }
Chas. H. Swan to M.K. Moses Kimball (seal)
Helen F. Kimball to F.L.A.K. Frances L.A. Kimball (seal)

Commonwealth of Massachusetts.

Norfolk ~~Suffolk~~, ss. November 22 1892 .

Then personally appeared the above named Moses Kimball
and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Chas. H. Swan.
Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, November 23 1892 . 1 h. 56 m. P.M.

Received and entered with Suffolk Deeds, lib. 2097 page 617

Attest,
Thos. F. Temple. Register.

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CITY OF BOSTON.

TO THE

(PARKWAY, SO. BOSTON.)

PUBLIC PARK DEED.

Know all men by these presents,

That we, Franklin King, Mary S. Clapp, single woman, John C. Clapp, Elizabeth A. Clapp, David C. Clapp, Caroline T. Chittenden wife of Albert A. Chittenden, and Sarah E. Chittenden wife of S. Newman Chittenden, all of Boston in the Commonwealth of Mass., and Edwin E. Tucker, Mary L. Tucker Russell wife of Henry G. Russell, William F. Tucker and said Henry G. Russell in his own right and as guardian of Emma T. Russell, a minor, all of Weston in the Commonwealth aforesaid

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land or flats situate in or upon Old Harbor, so-called, in that part of said Boston called South Boston, and bounded as follows: Northwesterly by a curved line of 3125 and 36/100 feet radius, shown on the plan hereinafter referred to; northeasterly by land or flats of said City formerly of Lewis J. Lamb; southeasterly by the line of extreme low water in said Old Harbor or of the limit of riparian ownership; southwesterly by other land or flats of said City formerly of said Franklin King: containing about 4200 square feet, inside the Harbor Commissioners' line, and about 600 square feet outside of said line.

The described premises were taken as belonging to the heirs of Atherton Tucker, and were laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 29, 1892, and recorded with Suffolk Deeds, lib. 2069, page 17, to which reference may be had for a more particular description of said premises.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for **our selves** and **our** heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that **we** will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that **we** will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon **our** said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of **our** said remaining land abutting upon said park. The described premises are shown on a plan

signed made by William Jackson, City Engineer, dated April 29, 1892, and filed in the office of said Park Commissioners, to which a copy thereof filed in the Reg. of Deeds for the Co. of Suffolk. which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to **us** on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which **we** and **our** heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, **we** hereby, for **our selves** and **our** heirs, executors, and administrators, covenant with said CITY OF BOSTON, that **we** and **our** heirs and assigns will hold **our** remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by **us** of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. ~~No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.~~ See 2d p. fol.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, **their** heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. And-----, the said---

for ~~sel~~ and ~~heirs, executors and administrators, do~~ covenant with the
said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises, that they are free from all incumbrances,

that----- have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid, and that
----- will, and ----- heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Franklin King, Mary S. Clapp, John
C. Clapp, Elizabeth A. Clapp, David C. Clapp, Caroline T. Chittenden,
Sarah E. Chittenden, Edwin E. Tucker, Mary L. Tucker Russell, William
T. Tucker and Henry G. Russell in token of his consent hereto and in his
own right and as guardian as aforesaid, together with said Albert A. Chit-
tenden and S. Newman Chittenden who join herein in token of their con-
sent hereto, and to release to said City any possible right, title or in-
terest in the described premises have hereunto set our hands and
one common seal this thirtieth day of November, in the year of our Lord one
thousand eight hundred and ninety-four

Signed and sealed }
in presence of }

Franklin King (seal)
Mary S. Clapp,
John C. Clapp,
Elizabeth A. Clapp
David C. Clapp
Caroline T. Chittenden
Sarah E. Chittenden
Edwin E. Tucker,
Mary L. Tucker Russell,
William F. Tucker
Henry G. Russell
Henry G. Russell, grd of Emma T. Russell
Albert A. Chittenden
S. N. Chittenden.

Commonwealth of Massachusetts.

SUFFOLK, SS. December 17, 18 94.

Then personally appeared the above named John C. Clapp
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roscoe P. Owen,

Justice of the Peace.

Approved,

Roscoe P. Owen,
City Conveyancer.

BOSTON, December 17, 18 94 . 12h. 34 m. P. M.

Received and entered with Suffolk Deeds, lib. 2244 fol. 232

Attest,

Thos. F. Temple.

Register.

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Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

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CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

KNOW ALL MEN BY THESE PRESENTS that we David C. Clapp, administrator of the estate of Mary E. Clapp, late of Boston in the County of Suffolk and Commonwealth of Massachusetts, deceased, Franklin King and John C. Clapp, both of said Boston, Edwin F. Tucker, Mary Lizzie Tucker Russell, William F. Tucker, and Henry G. Russell guardian of Emma T. Russell, all of Weston in the County of Middlesex and Commonwealth aforesaid, in consideration of the sum of \$42.00, release, acquit and forever discharge the said City of Boston from and of all claim whatever for damages, costs, expenses and compensation for on account of or in any way growing out of the taking as the property of the Heirs of Atherton Tucker of a certain parcel of land in Old Harbor, by an act of the Board of Park Commissioners of said City of Boston passed April 29, 1892.

Know all men by these presents,

That I, Franklin King of Boston in the Commonwealth of Massachusetts

In consideration of one hundred and fifty-three dollars to me
to paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby
~~give~~, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public
park, a certain parcel of land or flats situate in or upon Old Harbor so-called, in
that part of said Boston called South Boston, bounded as follows: westerly by a curved
line of 3125 and 36/100 feet radius shown on the plan hereinafter referred to; north-
easterly by land or flats of said City formerly of the heirs of Atherton Tucker and by
the line of extreme low water in Old Harbor or of the limit of riparian ownership;
southwest by other land or flats of said City, formerly of Augustus Russ: containing
about 15300 sq ft inside the Harbor Com's line and about 8000 square feet outside of
said line, and being a portion of the flats appurtenance to the premises conveyed to
me by deed of James T. Shaw et ux, dated October 28, 1874, and recorded with Suffolk
Deeds Lib. 1241 fol 293.

The described premises were taken and laid out as a part of a public park
by an act of the Board of Park Commissioners of said City, passed April 29, 1892, and
the above named consideration has been received in full satisfaction and discharge
of all claims and demands against said City, for damages, costs, expenses, and compen-
sation for, on account of, or in any way growing out of said taking and the laying
out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto
the said CITY OF BOSTON the right to slope or bank the filling, where required for grading, said
park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan

signed made by William Jackson ,

dated April 29 1892 , and filed in the office of said Park Commissioners, to which and a copy thereof filed in the Registry of Deeds for the County of Suffolk which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor ,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for my self and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. See 2nd page following

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park ; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor , his heirs and assigns, owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And , the said grantor

for sel and heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, made or suffered by me

that have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons, claiming by, through or under me but against none other

IN WITNESS WHEREOF, I the said Franklin King having no wife

have hereunto set hand and seal this 25th day of May , in the year of our Lord one thousand eight hundred and 93

Signed and sealed }
in presence of }

Frank E. Brigham Franklin King (Seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. May 25 18 93 .

Then personally appeared the above named Franklin King and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Frank E. Brigham
Justice of the Peace.

Approved,
Roscoe P. Owen

BOSTON, May 27 18 93 . 2 h. 10m. P M.

Received and entered with Suffolk Deeds, lib. 2132 fol. 623

Attest, Thos F. Temple Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick nor stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That I, Theophilus King, of Quincy in the Commonwealth of Massachusetts, trustee under a deed from George W. Hollis to me recorded with Suffolk Deeds, Lib.1916 fol.32.

In consideration of seven thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, one undivided half part of a certain parcel of land situated in that part of said Boston in said Commonwealth formerly Brighton and bounded and described as follows, viz: south by Western avenue, 64 and 80/100 feet; southwest by said avenue on various lines 48 and 27/100 feet 49 and 81/100 feet, 65 and 80/100 feet; and 103 and 17/100 feet; northwest by land conveyed by Henry B. Goodenough to the City of Boston by deed to be recorded herewith 1289 and 83/100 feet; northeast by land supposed to belong to said City 73 and 50/100 feet; northwest by the same 97 and 40/100 feet; northeast by land supposed to belong to the President and Fellows of Harvard College, 270 and 40/100 feet; southeast by land supposed to belong to George Hartness, by the end of a private way and by land supposed to belong to John E. Woods, 490 and 72/100 feet, and southeast again by land supposed to belong to Kate M. Woods, 781 and 70/100 feet: containing in the whole 418320 square feet, more or less, as shown on a plan signed by E.W. yde, C. E. dated July 18, 1894 and on file in the office of the City Engineer of said City of Boston for my title see deed recorded with Suffolk Deeds Lib 1916 fol 33.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor , for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except the tax of May 1, 1894 which the grantee is to pay and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Clara C. Hollis wife of the said George W. Hollis,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Theophilus King, trustee as aforesaid and I the said George W. Hollis, hereby requesting the execution of this deed and joining in the same and I the said Clara C. Hollis,

have hereunto set our hands and seals this 3rd day of October, in the year of our Lord one thousand eight hundred and 94

Signed and sealed }
in presence of }

Stephen A. Foster witness to T. King Trustee	Theophilus King Trustee (seal)
	George W. Hollis "
	Clara C. Hollis "

Commonwealth of Massachusetts.

SUFFOLK, ss. October 3 1894

Then personally appeared the above-named Theophilus King Trustee and acknowledged the foregoing instrument to be his free act and deed, Before me,

Stephen A. Foster

Justice of the Peace.

Approved,
Chas Frank Day

City Conveyancer.

BOSTON, Oct 3 1894 12 h. 43 m. P M.

Received and entered with Suffolk Deeds lib. 2208 page 107

Attest,

Thos F. Temple Register.

Know all men by these presents,

That I, Lewis J. Lamb of Attleboro in the Commonwealth of Massachusetts

In consideration of one hundred and forty-six dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land or flats situate in Old Harbor, in that part of said Boston called South Boston and bounded as follows: Northwesterly by land conveyed by me to William P. Fitzgerald by deed dated February 7, 1894, and recorded with Suffolk Deeds, lib. 2179, page 401, by a curved line of 3125 and 36/100 feet radius, as shown on the plan hereinafter referred to; northeasterly by flats of said City formerly of Choate Burnham; southeasterly by the line of extreme low water in Old Harbor or of the limit of riparian ownership; southwesterly by other flats of said City formerly of the heirs of Atherton Tucker: containing about 14600 square feet inside the Harbor Commissioners' line, and about 5100 square feet outside said line, and being a portion of the premises conveyed to me by the Wellfleet Savings Bank, by deed dated September 8, 1888, and recorded with Suffolk Deeds, lib. 1840 page 581.

The described premises are shown on a plan signed by William Jackson, City Engineer, dated April 29, 1892, and recorded with Suffolk Deeds, lib. 2069, page 17, and were taken and laid out as a part of the public park by an act of the Board of Park Commissioners of said City of Boston passed April 29, 1892, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands made against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking

and that I will, and --- my --- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Elizabeth B. Lamb, Wife of said Lewis

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Lewis J. Lamb and Elizabeth B. Lamb

have hereunto set our hands and seals this --- fifteenth ----- day of --- May ---, in the year of our Lord one thousand eight hundred and ninety-four.

*Signed and sealed }
in presence of }*

Roland M. Lamb.

Lewis J. Lamb (seal)

Frank I. Babcock to L.J.L.

Elizabeth B. Lamb (seal)

Commonwealth of Massachusetts.

Bristol Co.

Suffolk, ss.

May 21

1894

Then personally appeared the above-named Lewis J. Lamb

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Frank I. Babcock
Notary Public

Justice of the Peace.

Approved,

Thos. Frank Day.

City Conveyancer.

BOSTON,

August 14 . 1894

3 h.

11 m.

P. M.

Received and entered with Suffolk Deeds lib. 2212 page 362

Attest,

Thos. F. Temple.

Register.

Partial release of mortgage Wm. P. Fitzgerald. lib. 2212. page 363'

Know all men by these presents,

That we, Albert E. Leach, Howard P. Bellows, and Candace J. Bellows, all of Newton in the Commonwealth of Massachusetts

In consideration of eleven thousand dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public a certain parcel of land and flats situate in that part of Boston in said Commonwealth called South Boston, bounded and described as follows: beginning at a point in the southerly line of East Sixth street distant 250 feet westerly from the westerly line of Q street and running easterly by said East Sixth street 200 feet; thence turning and running southerly by a line parallel with it and distant 50 feet westerly from the westerly line of Q street to the line of, extreme low water in Old Harbor or as far as our rights extend; thence turning and running westerly by said line of low water to a point distant 250 feet from said Q street extended; thence turning and running northerly by a line parallel with said westerly line of Q street and distant 250 feet westerly therefrom to the point of beginning.

This conveyance is made subject to two leases from the grantors dated Dec. 15 1887 for the term of fifteen years, one to Nicholas Camata and Frank Lentine and the other to the South Boston Yacht Club.

The described premises were taken and laid out as a part of the public park by an act of the Board of Park Commissioners of said City of Boston passed April 30, 1890 and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City for damages, costs, expenses, and compensation for, on account of or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except taking and said leases

and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us, except said leases but ~~against none other.~~

AND for the consideration aforesaid, we, Martha T. Leach, wife of said Albert E., and Mary A. Bellows, wife of said Howard T.

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Albert E. Leach, Howard T. Bellows, Candace J. Bellows, widow, Martha T. Leach and Mary A. Bellows,

have hereunto set our hands and seals this tenth day of May, in the year of our Lord one thousand eight hundred and 93

Signed and sealed }
in presence of }

Katherine Johnson

Albert E Leach (seal)
Howard P. Bellows (seal)
Candace J. Bellows, (seal)
Martha T Leach (seal)
Mary A. Bellows (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. May 10 1893

Then personally appeared the above-named Albert E. Leach and acknowledged the foregoing instrument to be his free act and deed, Before me, George C. Travis,

Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, May 10 1893 2 h. 36 m. P M.

Received and entered with Suffolk Deeds lib. 2128 page 254

Attest, Thos F. Temple.

Register.

Know all men by these presents,

That I, Christopher Leonard of Woburn in the Commonwealth of Massachusetts

In consideration of Six hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land in said Boston and bounded as follows: northerly by Commercial street, 21 and 58/100 ft, easterly by land of said City of Boston, 12 and 74/100 ft., southerly by the same 21 and 29/100 ft; westerly by other land of said City, formerly of the Boston Gas Light Co., 12 and 55/100 ft, be all said measurements more or less.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed December 7, 1893, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Christopher Leonard, having no wife

have hereunto set hand and seal this 21st day of December, in the year of our Lord one thousand eight hundred and 94

Signed and sealed
in presence of

Roscoe P. Owen

Christopher Leonard x(his mark)
(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. December 21 189 4

Then personally appeared the above-named Christopher Leonard and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Roscoe P Owen

Justice of the Peace.

Approved,

Roscoe P. Owen
City Conveyancer.

BOSTON, Dec 21 189 4 1 h. 41 m. P M.

Received and entered with Suffolk Deeds lib. 2245 page 266

Attest,
Thos F. Temple

Register.

Know all men by these presents,

That I, Vito Antonio Lespasio of Melrose in the Commonwealth of Massachusetts

In consideration of nineteen thousand forty-five and 95/100 dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: Southwesterly by Prince street, 30 and 42/100 feet; northwesterly by land of said City formerly of Charles W. Bates and of David Flynn, 47 feet; northeasterly by other land of said City formerly of Margaret J. McLaney, 29 and 42/100 feet; and southeasterly by land of Elizabeth T. McIntyre, 55 and 43/100 feet: containing 1682 square feet more or less; being the same premises conveyed to me by Salvino Lespasio by deed dated January 13, 1896, and recorded with Suffolk Deeds. lib.2333 page 83, and being shown on a plan signed by William Jackson, City Engineer, dated May 20, 1897 and filed in the office of the Board of Park Commissioners of said City of Boston.

The described premises were taken for the purposes of a public playground by said Board of Park Commissioners on the twenty-fifth day of May, 1897, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking. The taxes for the current year are to be assumed by said City.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking and said taxes and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me----- but against none other.

AND for the consideration aforesaid,

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Vito Antonio Lespasio

have hereunto set my hand and seal this --- sixteenth -- - day of -- September --- , in the year of our Lord one thousand eight hundred and ninety-seven.

Signed and sealed }
in presence of }

Roscoe P. Owen. Vito Antonio Lespasio (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. September 16 1897

Then personally appeared the above-named Vito Antonio Lespasio and acknowledged the foregoing instrument to be his free act and deed, Before me,

Roscoe P. Owen,
Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, September 16 1897 4 h. 35m. P.M.

Received and entered with Suffolk Deeds lib. 2469 page 237

Attest,
Thos. W. Temple Register.

Know all men by these presents,

That I, Willard H. Letnbridge of Boston in the Commonwealth of Massachusetts

In consideration of four thousand five hundred dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly West Roxbury, and bounded and described as follows: beginning on the southeasterly line of said parcel at Moreland place and running southwesterly one hundred and twenty five feet and northwesterly sixty three feet on land of said City, formerly of Edward M. Brewer and others to land of said City, formerly of the devisees under the will of William Seaver; thence running northeasterly on said last mentioned land one hundred twenty four and 60/100 feet to said Moreland place; thence running southeasterly on said Moreland place sixty three feet to the point of beginning: containing 7862 square feet, more or less, and being the same premises conveyed to me by deed of Abigail L. Seaver, dated January 5, 1881, and recorded with Suffolk Deeds, Lib. 1513 fol 217; and for said consideration I hereby release to said City of Boston all my right, title, and interest in and to the fee and soil of said Moreland place.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor
 , for my self and my heirs, executors and administrators,

do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said City of Boston, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Willard H. Lethbridge, having no wife

have hereunto set my hand and seal this ---- twenty-ninth -- day of --- August ----, in the year of our Lord one thousand eight hundred and ninety-two

*Signed and sealed }
in presence of }*

Charles D. Keyes

Willard H. Lethbridge.

Commonwealth of Massachusetts.

SUFFOLK, ss.

August 29

1892

Then personally appeared the above-named Willard H. Lethbridge

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Charles D. Keyes

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON,

August 29, 1902

1 h.

7 m.

P.M.

Received and entered with Suffolk Deeds lib. 2080 page 353

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That we, Agnes L. Lobrovich , Mary A. Lobrovich, and Peter H. Lobrovich all of Boston in the Commonwealth of Massachusetts,

In consideration of sixty-six hundred dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, . release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in said Boston and bounded as follows:viz, southwesterly by Charter street 18 feet; southeasterly and easterly by land of said City by four lines measuring respectively 16 and 6/12 feet, 9 and 5/12 feet, 15 and 3/12 feet and 24 and 11/12 feet; northerly by other land of said City 18 feet; westerly by other land of said City, formerly of Margaret A. O'Connell, 41 and 9/12 feet; and northwesterly by the same 16 and 5/12 feet, be all said measurements more or less, being lot numbered 3 on a plan recorded with Suffolk Deeds, Lib. 545 fol 22. and the same premises conveyed to us by deed of James Greer, dated Dec. 12, 1890 and recorded with said Deeds Lib 1972 page 575.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed December 7, 1893, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for . on account of, or in any way growing out of said taking and the laying out and construction of said Park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we , the said grantors , for mysel f and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking.
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Agnes L. Lobrovich, Mary A. Lobrovich and Peter H. Lobrovich, all being unmarried.

seals this 23rd day of May, have hereunto set our hands and
Lord one thousand eight hundred and 94, in the year of our

Signed and sealed }
in presence of }

Edward J. Glynn,

Agnes L. Lobrovich X her mark (seal)
Mary A Lobrovick (seal)
Peter H. Lobrovich (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. May 23, 1894

Then personally appeared the above-named Agne L. Lobrovich, Mary A. Lobrovich and Peter H. Lobrovich and acknowledged the foregoing instrument to be their free act and deed,

Before me,
Edward J. Glynn

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, May 24 1894 4 h. 20m. P M.
Received and entered with Suffolk Deeds lib. 2200 page 411
Attest,
Thos F. Temple. Register.

Know all men by these presents,

That I, Mary J. Love of Boston in the Commonwealth of Massachusetts,
widow

In consideration of two hundred and fifty dollars
to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby
give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a
public park a certain parcel of land situate in that part of said Boston
formerly Dorchester, and bounded as follows: northeasterly by land of said
City, formerly of Francis J. and Sylvester L. Ward, there measuring by a broken line
one hundred twenty-six and $74/100$ feet; southerly by other land of said City, formerly
of Robert Turner, sixty-one and $70/100$ feet; southwesterly by other land of grantor,
by a curved line of sixteen hundred thirty seven and $28/100$ feet radius forty and
 $60/100$ feet; westerly by a private way known as Lyons street sixty four and $53/100$
feet: containing 4212 square feet more or less, and being a portion of the premises
conveyed to me by deed of Cornelius P. Sullivan dated April 1, 1889 and recorded with
Suffolk Deeds Lib. 1878 fol. 211, and for said consideration I do also hereby release
and convey to said City all my right, title and interest in and to the fee and soil
of so much of said Lyons street as borders upon the described premises and is included
within the lines of said park.

The described premises were taken and laid out as a part of a public park
by an act of the Board of Park Commissioners of said City of Boston, passed May 19,
1892, and the above named consideration has been received in full satisfaction and
discharge of all claims and demands against said City for damages, costs, expenses
and compensation for, on account of, or in any way growing out of said taking and the
laying out and construction of said park.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston, its
successors and assigns, in fee simple forever. And I do hereby, for myself,
-- my -- heirs, executors and administrators, covenant with the said City of Boston, and its
assigns, that at the time of said taking I lawfully seized in fee of the aforegranted
premises; that they are free from all incumbrances except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON and its assigns forever against the lawful claims and demands of all persons.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Mary J. Love

have hereunto set my hand and seal this -- twenty-eighth ---- day of
--- November ---, in the year of our Lord one thousand eight hundred
and ninety-two.

*Signed and sealed }
in presence of }*

Roscoe P. Owen.

Mary J. Love

Commonwealth of Massachusetts.

SUFFOLK, ss.

November 30,

1892

Then personally appeared the above-named Mary J. Love
and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Roscoe P. Owen.

Justice of the Peace.

Approved,

Roscoe P. Owen.
City Conveyancer.

Boston, November 30 1892 5h. 19m. P. M.

Received and entered with Suffolk Deeds, lib. 2099 page 28

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That I, Bridget Lynch, wife of Daniel Lynch, of Boston, in the Commonwealth of Massachusetts,

In consideration of thirty two hundred and fifty dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded and described as follows: beginning on the southerly line of Mount Vernon street at the division line between said parcel and land of said City, formerly of Aeneas McEachran, and running easterly on said Mount Vernon Street thirty feet to other land of said City, formerly of Brainard B. Burbank; thence running southerly by said last mentioned land and on other land of said City, formerly of Rebecca M. Riley, one hundred and fifty feet to Shelburne street; thence running westerly on said Shelburne street thirty feet to other land of said City formerly of John Mitchell; thence running northerly on said last mentioned land and on said land formerly of Aeneas McEachran one hundred and fifty feet to the point of beginning: containing forty five hundred square feet, more or less, and being the same premises conveyed to me by deed of Benjamin F. Tombs dated November 28, 1882, and recorded with Suffolk Deeds, Lib. 1582 fol. 470.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking.

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Bridget Lynch and Daniel Lynch, husband of the said Bridget, who joins herein in token of his release of any possible right, title, or interest in the described premises.

have hereunto set our hands and seals this fourteenth day of January, in the year of our Lord one thousand ^{eight}~~nine~~ hundred and ninety three

*Signed and sealed
in presence of*

Roscoe P. Owen

Bridget ^{her}X Lynch (seal)
Daniel ^{his}X Lynch (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

January 21, 1893

190

Then personally appeared the above-named Bridget Lynch

and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Roscoe P. Owen

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON, January 21, 1893. 190 2h. 10 m. P. M.

Received and entered with Suffolk Deeds lib. 2108 page 277

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That we, Daniel Lynch, of Boston in the Commonwealth of Massachusetts, and Bridget Lynch, wife of said Daniel,

In consideration of thirty seven hundred and fifty dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded as follows: beginning on the northerly line of Shelburne street at the division line between said parcel and land of said City, formerly of Charles A. Alexander and running northerly on said last mentioned land and on other land of said City, formerly of Thomas Heywood, seventy five feet to other land of said City, formerly of Johanna McEachran; thence running easterly on said last mentioned land and on other land of said City, formerly of Mary D. Bodwell, fifty feet to other land of said City, formerly of Eunice C. McDonald; thence running southerly on said last mentioned land seventy five feet to Shelburne street; thence running westerly on said Shelburne street fifty feet to the point of beginning: containing 3750 square feet, more or less, and being the same premises conveyed to us by deeds of Marcellus Coggan, guardian, and others, dated December 31, 1888, and recorded with Suffolk Deeds, Lib. 1855, fols. 518 and 520.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims, and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking

-----and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Daniel Lynch and Bridget Lynch

have hereunto set our hands and seals this fourteenth day of January, in the year of our Lord one thousand eight hundred and ninety three

*Signed and sealed }
in presence of }*

Roscoe P. Owen

his
Daniel X Lynch (seal)

her
Bridget X Lynch (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

January 21

189 3

Then personally appeared the above-named Bridget Lynch and Daniel Lynch and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Roscoe P. Owen

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON,

January 21

189 2

2h.

10m.

P.M.

Received and entered with Suffolk Deeds lib. 2108 page 279

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That I, Bernard Lyons, ^{of Boston} in the Commonwealth of Massachusetts

In consideration of five thousand five hundred dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in Brookline, in ~~the~~ said Commonwealth, and bounded and described as follows: Beginning on the northwesterly line of Downer street at the division line between the released premises and land formerly of Patrick Maney, and running northwesterly on said land formerly of ^{said} Maney, 70 feet to land formerly occupied by the brook channel; thence running northeasterly on said last mentioned land, 92 feet, to land formerly of Alice Noonan; thence running southeasterly on said last mentioned land, 75 feet to said Downer street; thence running southwesterly on said Downer street 80 feet to the point of beginning: containing 6,350 square feet, more or less; also all my right, title and interest in and to the fee and soil of said Downer street, being the same premises conveyed to me by deed of Catherine F. Hancock and Patrick Lally, dated respectively October 4, 1865 and May 23 1866, and recorded with Suffolk Deeds, lib. 954, fols 179 and 180.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Lyons, for sel and heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking.
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Bernard Lyons, having no wife,

have hereunto set my hand and seal this ----- eighteenth day of May -----, in the year of our Lord one thousand eight hundred and ninety-one

Signed and sealed }
in presence of }

B. F. Baker,

Bernard Lyons (seal)

Commonwealth of Massachusetts.

Norfolk SUFFOLK, ss. Brookline, May 18, 1891

Then personally appeared the above-named Bernard Lyons and acknowledged the foregoing instrument to be his free act and deed,
Before me,
B. F. Baker

Justice of the Peace.

Approved,
Poscoe F. Over.
City Conveyancer.

BOSTON, 189 h. m. M.
Received and entered with Suffolk Deeds lib. page
Attest,
Register.

Know all men by these presents,

That I, Francis Maley, of Brookline, in the Commonwealth of Massachusetts,

In consideration of five thousand two hundred fifteen dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston in said Commonwealth, which was formerly Roxbury and bounded as follows; viz: beginning on the southeasterly line of Downer street at the division line between the released premises and land of said City formerly of William Gray, and running northeastwardly on said Downer street 53 and 33/100 feet to land of said City formerly of Thomas Fahey; thence running ~~running~~-southeastwardly on said land formerly of Fahey, 75 feet to land of said City formerly of Catherine D. Hancock; thence running southwestwardly on said last mentioned land 53 and 33/100 feet to said land formerly of William Gray; thence running northwestwardly on said last mentioned land 75 feet to the point of beginning: containing 4,000 square feet more or less, and being the same premises conveyed to me by deed of Adelaide E. French and deed of Lemuel C. Waterman, trustee, dated respectively December 7 and December 13, 1887 and recorded with Suffolk Deeds, lib. 1803 pp. 413 and 411. And for said consideration I do also hereby remise and release and quit claim to said City all my right, title and interest in and to the fee and soil of said Downer street.

The described premises were taken as belonging to Francis Malley or Mealey, and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of or in any way growing out of said taking and the location, & laying out of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said Francis Maley , for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Francis Maley and Mary Maley, my wife, who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the described premises,

have hereunto set our hands and
seals this twelfth day of December, in the year of our
Lord one thousand ^{eight}~~nine~~ hundred and ninety

*Signed and sealed }
in presence of }*

A. E. Buffum.

his
Francis Maley, (seal)
mark
her
Mary Maley, (seal)
mark

Commonwealth of Massachusetts.

SUFFOLK, ss. December 12, 1890

-190

Then personally appeared the above-named Francis Maley
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
A. E. Buffum..

Justice of the Peace.

Approved,

Roscoe P. Owen,

City Conveyancer.

BOSTON, December 13, 1890 -190 10 h. 30 m. A. M.

Received and entered with Suffolk Deeds lib. 1972 page 446

Attest,

Thomas F. Temple,

Register.

Know all men by these presents,

That I, Patrick Maney of Boston, in the Commonwealth of Massachusetts

In consideration of two thousand, one hundred forty-five and 50/100 dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of Brookline in said Commonwealth which was set off from said Boston by chapter 339 of the acts of the Legislature of said Commonwealth, passed in the year 1890, and bounded and described as follows: Beginning at a point in the westerly line of Downer street at an angle in said street and distant 121 and 8/10 feet northerly from the intersection of said line of Downer street with the northerly line of Tremont street, and running westerly on land formerly of the heirs of Patrick Finneran 65 feet to land formerly occupied by the brook channel; thence running north-easterly on said last mentioned land 54 feet to land formerly of Bernard Lyons; thence running southeasterly on said last mentioned land 70 feet to said Downer street; thence running southwesterly on said Downer street 40 feet to the point of beginning: containing 3000 square feet, more or less, and being the same premises conveyed to me by deed of Catherine D. Hancock, dated August 1, 1866 and recorded with Norfolk Deeds, lib. 346, fol. 21, also all my right, title and interest in and to the fee and soil of said Downer street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Maney, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me ----- but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, We the said Patrick Maney & Catherine Maney my wife, who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and
 seals this ----fourteenth ---- day of April , in the year of our
 Lord one thousand eight hundred and ninety-one

*Signed and sealed }
 in presence of {*

Roscoe P. Owen to both.

Patrick Maney (seal)
 her
 Catherine X Maney (seal)
 mark

Commonwealth of Massachusetts.

SUFFOLK, SS.

April 14

189 1

Then personally appeared the above-named Patrick Maney
 and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roscoe P. Owen

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON,

189

h.

m.

M.

Received and entered with Suffolk Deeds lib.

page

Attest,

Register.

Know all men by these presents,

That I, Reuben Marsh, of Boston, in the Commonwealth of Massachusetts,

In consideration of forty-five hundred dollars, to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, bounded and described as follows: beginning on the westerly line of said parcel at its intersection with the southeasterly line of Centre street, and running northeasterly on said Centre street 62 and 50/100 feet to land of said City, formerly of Martin E. Downey; thence running southerly on said last mentioned land 112 feet to other land of said City, formerly of Annie O'Donnell; thence running westerly on said last mentioned land 52 and 50/100 feet to other land of said City, formerly a part of a private way known as Weld Park; thence running northerly on said last mentioned land 89 and 44/100 feet to the point of beginning: containing 5601 square feet, more or less, and shown on a plan signed by Alexis H. French, dated April 29, 1892, on file at the office of the Board of Park Commissioners of said City of Boston, a copy whereof is recorded with Suffolk Deeds. And for said consideration I do also release and convey to said City of Boston all my right, title and interest in and to the fee and soil of so much of said Centre street and said Weld Park as borders upon said described premises and as included within the lines of said park.

The described premises were taken and laid out as a part of a public park by an act of said Board of Park Commissioners passed April 26, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Marsh, for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, Emma F. Marsh, wife of said Reuben

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Reuben March and Emma F. Marsh

seal^s this 11th day of May have hereunto set our hand^s and
Lord one thousand eight hundred and 93, in the year of our

*Signed and sealed }
in presence of }*

Thomas F. Meehan

Reuben March (seal)
Emma F. Marsh (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. May 11 189 3

Then personally appeared the above-named Reuben Marsh
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Thomas F. Meehan

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, May 23 189 3 2 h. 5 m. P M.
Received and entered with Suffolk Deeds lib.2131 page 493
Attest,
Thos F. Temple
Register.

Know all men by these presents,

That we, John Martin of Boston in the Commonwealth of Massachusetts and Hannah Martin, wife of said John, in her right

In consideration of three thousand six hundred forty-five and $21/100$ dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land ^{situate} in that part of said Boston ^{which was} formerly Roxbury, and bounded as follows:— northerly by Tremont street fifty one and $10/100$ feet; easterly by Kimball street fifty nine and $4/10$ feet; southerly by land of said City. formerly of John Martin, fifty feet; westerly by the same, seventy nine and $4/10$ feet: containing three thousand two hundred and forty five square feet, more or less, and being the same premises conveyed to the said Hannah by deed of Otis H. Weed, dated April 22, 1887, and recorded with Suffolk Deeds, Lib. 1770 fol 12.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all said Hannah's claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us or either of us except said taking
 and that we will, and --- our --- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us or either of us but against none other.

~~AND for the consideration aforesaid, ---~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises. ---~~

IN WITNESS WHEREOF, we the said John Martin and Hannah Martin

have hereunto set our hands and seals this --- twentieth ---- day of --- May -----, in the year of our Lord one thousand eight hundred and ninety-two.

*Signed and sealed }
 in presence of }*

Gustave Maguitzky

John Martin (seal)

Hannah Martin (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

May 21, 1892

Then personally appeared the above-named Hannah Martin

and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Gustave Maguitzky

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON, May 21 1892 2 h. 9 m. P.M.

Received and entered with Suffolk Deeds lib. 2061 page 254

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That I, John Martin of Boston in the Commonwealth of Massachusetts

In consideration of sixty-five hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate partly in said Boston and partly in Brookline in said Commonwealth and bounded as follows: northerly by Tremont street, 25 and 65/100 feet; easterly by land of said City, formerly of Hannah Martin, 70 and 4/10 feet, again northerly by the same 50 feet; again easterly by Kimball street, 40 feet; southerly by land of said City, formerly of Jeremiah Donovan, 75 feet; westerly by other land of said City, formerly of Michael Cummings, 115 and 87/100 feet: containing 4828 square feet, more or less, and being the same premises conveyed to me by Otis H. Weed by two deeds dated respectively October 1, 1872, and August 28, 1875, and recorded with Suffolk Deeds, Lib; 1130 fol. 131 and Lib. 1285 fol. 198. And for said consideration I do also hereby release and convey to said City all my right, title, and interest in and to the fee and soil of said Tremont & Kimball streets.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said John Martin, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Hannah Martin, wife of said John

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said John Martin and Hannah Martin

have hereunto set our hands and seals this 20th day of October, in the year of our Lord one thousand eight hundred and 93

Signed and sealed }
in presence of }

Wm.A.Munroe to both

John Martin (seal)

Hannah Martin (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. November 22 189 3

Then personally appeared the above-named John Martin
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Wm. A. Munroe

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, Nov. 27 189 3 3 h. 25 m. P. M.
Received and entered with Suffolk Deeds lib. 2166 page 465
Attest,
Thos. F. Temple.
Register.

65

Know all men by these presents,

That the Massachusetts School for the Feeble Minded, a corporation duly established under the laws of the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to it paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston called South Boston and bounded as follows: southerly by East Ninth street, about 75 feet; easterly by N street, about 42 feet; northwesterly by other land of grantor by a curved line of 4523 41/100 feet radius shown on the plan hereinafter referred to, about 85 feet.

Also two certain parcels of land, one at the intersection of said northwesterly boundary line with each of the streets above mentioned and situate on the northwesterly side of said line, each of said parcels being bounded on one side by said line, on one side by the street line, and on the third side by a curved line of 25 feet radius drawn tangent to said lines, as shown on said plan; also all said grantor's right, title, and interest in and to the fee and soil in all portions of said streets embraced within said lines.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration said grantor does also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon its remaining land abutting upon said park, and does also, for itself and its heirs, ~~executors, administrators,~~ and assigns, covenant and agree with the said CITY OF BOSTON that

it will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that it will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon its said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of its said remaining land abutting upon said park. The described premises are shown on a plan

signed ~~made~~ by William Jackson, City Engineer
dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to _____ on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which grantor and its ^{successors} heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, grantor hereby, for it self and its ^{successors} heirs, executors, and administrators, covenants with said CITY OF BOSTON, that it and its ^{successors} heirs and assigns will hold its remaining land abutting upon said park, and to a distance of ^{seventy feet} ~~one hundred feet~~ therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by it of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, its ^{successors} heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. And , the said

for sel and heirs, executors and administrators, do covenant with the
said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that
will, and heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Massachusetts School for the Feeble Minded
has caused its common seal to be hereto affixed, and these presents to be signed in
its name and behalf by Richard C. Humphreys, its Treasurer, hereto duly authorized

have herunto set hand and
seal this 18th day of July , in the year of our Lord one
thousand eight hundred and ----- nine hundred

Signed and sealed }
in presence of }

The word sixty having been changed
to seventy in paragraph 1 of restric-
tions, and the words "one hundred feet"
changed to "seventy feet" in the next
preceding paragraph, and the paragraph
relating to betterments stricken out. Massachusetts School for the
Feeble Minded (seal)

Geo. A. Fisher
by Richard C. Humphreys
its Treasurer

(Attested vote of Trustees approving the foregoing deed)

Commonwealth of Massachusetts.

SUFFOLK, SS. July 18, 1900 189 .

Then personally appeared the above named Richard C. Humphreys, Treasurer
and acknowledged the foregoing instrument to be the free act and deed, of the Massachusetts
School for the Feeble Minded Before me,

Geo. A. Fisher
Justice of the Peace.

Approved.

Roscoe P Owen
City Conveyancer

BOSTON, September 5, 1900 189 . 4 h. 5 m. P M.

Received and entered with Suffolk Deeds, lib. 2705 page 65

Attest,
Thos F. Temple. Register.

CITY OF BOSTON.

TO THE

(PARKWAY, SO. BOSTON.)

PUBLIC PARK DEED.

KNOW ALL MEN BY THESE PRESENTS that the Boston Safe Deposit and Trust Company the mortgagee named in a certain mortgage given to it by the Mass. School for the Feeble Minded dated Dec 22, 1892 and recorded with Suffolk Deeds, lib 2103 page 38, hereby assents to the foregoing agreement made by said mortgageor with the City of Boston and in consideration of one dollar and other valuable considerations to it paid by said City of Boston the receipt whereof is hereby acknowledged, does hereby for itself and those claiming under it as mortgagee as aforesaid covenant and agree with said City of Boston that in case of foreclosure of said mortgage for breach of condition thereof it and they and its and their successors heirs and assigns will hold the land described in said mortgage to a distance of 70 ft from the line of said park subject to the restrictions set forth in the foregoing instrument said restrictions to continue with force so long as said park shall be maintained by said City of Boston.

IN WITNESS WHEREOF the said Boston Safe Deposit and Trust Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by William E. Putnam its president hereto duly authorized this 4th day of September in the year 1900.

Boston Safe Deposit and Trust Company

by William E. Putnam, President (seal)

COMMONWEALTH OF MASSACHUSETTS

Suffolk S.S.

Boston Sept 4, 1900

Then personally appeared the above named William E. Putnam and acknowledged the foregoing instrument to be the free act and deed of the Boston Safe Deposit and Trust Company,

Before me

G. E. Goodspeed, Justice of the Peace.

At a meeting of the Directors of the Boston Safe Deposit and Trust Company duly held at Boston on the 4th day of Sept 1900, the foregoing instrument having been read and considered it was VOTED, that William E. Putnam the president of this Company be authorized to sign seal and acknowledge the same in the name and behalf of this Company.

Attest:

Henry A. Denn, Secretary.

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Know all men by these presents,

That we Lewis May and Ewald Fleitmann, both of the city, county and state of New York

In consideration of one dollar and other valuable consideration.

to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby ~~give~~, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in the rear of Day street in said Boston partly in that part thereof which was formerly Roxbury, and partly in that part thereof which was formerly West Roxbury and bounded and described as follows: Beginning on the northerly line of said parcel at its intersection with a curved line of 320 feet radius, and on land of said City formerly of the devisees of Joseph Nickerson, and running southwesterly by said curved line 119 and 17/100 feet by a curved line of 1782 and 29/100 feet radius, 159 and 89/100 feet, and by a straight line tangent to ^{said} last mentioned curved line 51 and 8/100 feet by a curved line of 808 and 73/100 feet radius, 97 and 43/100 feet, by a curved line of 340 feet radius, 136 and 95/100 feet, by a curved line of 776 and 91/100 feet radius, 76 and 54/100 feet by a straight line tangent to said last mentioned curved line, 39 and 13/100 feet, and by a curved line of 805 and 73/100 feet radius, 21 and 39/100 feet, all on other land of said grantors to land of said City formerly of George Curtis; thence running northwesterly on said land formerly of said Curtis 237 and 2/100 feet to other land of said City; thence running northeasterly by a curved line of 564 and 31/100 feet radius, 65 and 65/100 feet by a curved line of 331 and 82/100 feet radius, 163 and 11/100 feet by a curved line of 790 and 81/100 feet radius, 70 and 1/100 feet, by a straight line tangent to said last mentioned curved line 60 feet, and by a curved line of 747 and 89/100 feet radius, 236 and 93/100 feet to said land formerly of the devisees of Joseph Nickerson; thence running easterly on said last mentioned land by three lines 329 and 56/100 feet to the point of beginning: containing 149,500 square feet, more or less, and being a portion of the premises conveyed to us by James F. Mullen, by deed dated July 24, 1879, and recorded with Suffolk deeds, lib. 1464, fol. 9.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

~~we~~ will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to ~~grad'g~~ ^{the bank on the line of said park where cutting down is required for such} support such filling, and further that ~~we~~ will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon ^{abutting upon said park} our said remaining land in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. And for the above-named consideration ~~we~~ do ~~also hereby give and grant unto the said CITY OF BOSTON the right to construct a retain-~~ ing wall upon our said land of not less than three feet in height to support in whole or in part the bank on the line of said park where cutting down is required for grading said park as aforesaid, and to grade to a proper slope that part of the bank not so supported, and do also for ~~ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that~~ ~~we~~ will not and they shall not make or have any claim or demand against said city for damages on account of such cutting down except in case of the omission by said city to build a retaining wall as aforesaid. The described premises are shown on a plan -----

made by Alexis H. French, Civil Engineer,

dated

, and filed in the office of said Park Commissioners, to

which plan reference may be had for a more particular description of said premises. ^{\$2000} exceeding the sum of

This conveyance is made upon the express condition that if any betterments ^{are assessed} upon estates belonging to us on account of the laying out and construction of said park, ~~said excess~~ ~~said betterments~~ shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the

whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors , their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. ~~And we, the said grantors~~
~~for-----set-----and-----heirs, executors and administrators, do-----covenant with the~~
~~said City of Boston, that~~
~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~
~~that have~~
~~good right to sell and convey the same to the said City of Boston forever as aforesaid; and that~~
~~will, and heirs, executors and administrators shall warrant and defend the~~
~~same to the said City of Boston forever against the lawful claims and demands of all persons--~~

IN WITNESS WHEREOF, we the said Lewis May and Ewald Fleitmann

have hereunto set our hands and
seals this twenty-seventh day of November , in the year of our Lord one
thousand eight hundred and ninety-three

Signed and sealed)
in presence of)
The covenants of title and warranty
and four other printed words hav-
ing been stricken out and sixteen
words interlined before signing.

Lewis May, (seal)
Ewald Fleitmann, (seal)

As to Lewis May, As to Ewald Fleitmann,
William Davis, F Greely,
George L. Louis. F. R. Kinkelin.

Commonwealth of Massachusetts.

SUFFOLK, ss. 189 .

Then personally appeared the above named
and acknowledged the foregoing instrument to be free act and deed,
Before me,

Justice of the Peace.

Approved,

BOSTON, December 5, 1893 189 . 2 h. 40 m. P.M.

Received and entered with Suffolk Deeds 21621b. 91 page
Thomas F. Temple.
Attest, Register.

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CITY OF BOSTON.

TO THE

NO. 189

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

State of New York, City and County of New York, I Alfred Mackay a commissioner of the Commonwealth of Massachusetts residing in the City of New York, County and State of New York do certify that on the 27th day of November, in the year 1893 the abovenamed Lewis May and Ewald Fleitmann personally appeared before me at New York City in the County and State aforesaid and acknowledged the foregoing instrument by them signed to be their free^{act and} deed: In witness whereof I have hereto set my hand and affixed my official seal at New York City in the County and State aforesaid this 27th day of November A.D. 1893.

(seal)

Alfred Mackay

A Commissioner for the Commonwealth
of Massachusetts in the State of
New York.

Know all men by these presents,

That I, Theresa May of Boston in the Commonwealth of Massachusetts,
widow.

In consideration of one dollar and other valuable considerations to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate near May street in that part of said Boston, formerly West Roxbury, and bounded and described as follows:-
beginning on the northwesterly line of said parcel at its intersection with a curved line of 2611 and 42/100 feet radius and on land of said City formerly of Edward M. Brewer and others and running northeasterly on said last mentioned land 195 and 40/100 feet to other land of said City formerly of Francis V. Balch, trustee, and others; thence running southeasterly on said last mentioned land 214 and 58/100 feet to other land of said City formerly of Thomas W. Carter; thence running southwesterly on said last mentioned land 204 and 15/100 feet to other land of grantor; thence running northwesterly on said other land of grantor by a curved line of 2611 and 42/100 feet radius 259 and 80/100 feet to the point of beginning: containing 45,100 square feet, more or less.

The described premises were taken and laid out as a part of a public park by an order of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

But this release does not include such damages, if any, as may be here^{after} caused to the remaining land of said grantor, by the obstruction which said City of Boston may cause to the watercourse upon said land.

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan

made by Alexis H. French, Civil Engineer,

dated April 29, 1892, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises. (Suffolk.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{piazas projecting not more than 10 feet} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor's, ~~her~~ heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. ~~And-----the said~~

~~for-----sel-----and-----heirs, executors and administrators, do-----covenant with the
said CITY OF BOSTON, that-----
lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~

~~that-----have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that
-----will, and-----heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF. I the said Theresa May

have hereunto set my hand and
seal this thirtieth day of March, in the year of our Lord one
thousand eight hundred and ninety-four.

*Signed and sealed)
in presence of)*

The word "sixty" having Theresa May, (seal)
been stricken out and
"seventy" interlined before
signing.

Commonwealth of Massachusetts.

SUFFOLK, ss. April 20, 1894 .

Then personally appeared the above named Theresa May
and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Charles E. Hellier
Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer

BOSTON, April 25, 1894 . at 7h. 59m. P. M.

Received and entered with Suffolk Deeds, lib. 2193fol. 343

Attest,
Thomas F. Temple, Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Partial release of mortgage from Arlington Five Cents Savings Bank.
Suffolk Deeds. lib.2193, page 347.

Know all men by these presents,

That we, Joseph McCabe, Angelo Carmone, and Carmele Carbone wife of said Angelo, all of Boston in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: Northwesternly by Bennet avenue, 18 and 10/100 feet; northeasterly by land of said City formerly of Michele and Filomena Pozzo, 30 and 43/100 feet; southeasterly by other land of said City formerly of Ellen Gallagher and of Margaret J. McLaney, 16 and 1/100 feet; southwesterly by other land of said City formerly of David Flynn, 30 and 37/100 feet: containing 549 square feet, more or less. For title see Suffolk Deeds, lib. 1952 page 584 and lib. 2453 page 287.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the twenty-fifth day of May, 1897 (see Suffolk Deeds, lib. 2449 page 37), and the abovenamed consideration has been received in full satisfaction and discharge of all our respective claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

This conveyance is made subject to taxes for the current year which said City agrees to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for our selves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us or either of us except as aforesaid

and that we will, and --- our ---- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid, I, the said Carmele Carbone

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Joseph McCabe, being unmarried,
Angelo Carbone and Carmele Carbone

have hereunto set our hands and seals this --- fifteenth ---- day of --- December -- --, in the year of our Lord one thousand eight hundred and ninety-seven

*Signed and sealed }
in presence of }*

Butler R. Wilson to signatures of
Angelo and Carmele Carbone.

Joseph McCabe (seal)
his
Antonio X Carbone
mark.

her
Carmele X Carbone
mark

Commonwealth of Massachusetts.

SUFFOLK, ss.

December 15

189 7

Then personally appeared the above-named Joseph McCabe

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Edward J. Glynn.

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON,

December 20,

189 7

4 h.

10m.

P. M.

Received and entered with Suffolk Deeds

lib. 2492

page 223

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That I, Eunice C. McDonald, of Boston in the Commonwealth of Massachusetts, widow,

In consideration of three thousand dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Dorchester, bounded and described as follows; beginning on the northerly line of Shelburne street at the division line between said parcel and land of said City, formerly of Daniel and Bridget Lynch, and running northerly on said last mentioned land 75 feet to other land of said City, formerly of Mary D. Bodwell; thence running easterly on said last mentioned land and on land formerly of the heirs or devisees of Charles H. Leach and on land formerly of Aeneas McEachran to other land of said City, formerly of James McEachran; thence running southerly on said last mentioned land 75 feet to Shelburne street; thence running westerly on said Shelburne street 25 feet to the point of beginning: containing 1875 square feet, more or less, and being the same premises conveyed to me by deed of James McEachran, dated February 18, 1889, and recorded with Suffolk Deeds, Lib. 1870. fol. 243. And for said consideration I do hereby also release and convey to said City all my right, title, and interest in and to the fee and soil of said Shelburne street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Eunice C. McDonald

seal this 15th day of February, have hereunto set my hand and
Lord one thousand eight hundred and , in the year of our

Signed and sealed)
in presence of {

Eunice C. McDonald (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. February 15 1893

Then personally appeared the above-named Eunice C. McDonald
and acknowledged the foregoing instrument to be her free act and deed,
Before me,

Chas. Frank Day.

Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, Feb 15 1893 4 h. 32 m. P M.

Received and entered with Suffolk Deeds lib. 2112 page 359

Attest, Thos. F. Temple

Register.

Know all men by these presents,

That I, Patrick F. McDonald of Boston in the Commonwealth of Massachusetts

In consideration of thirty thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly Dorchester, and bounded as follows: northwesterly by Blue Hill avenue, there measuring by four lines 319 feet, 16 and 80/100 feet, 88 and 70/100 feet, and 3 and 80/100 feet; northerly by a curved line forming the junction of said Blue Hill avenue and Talbot avenue, 153 and 90/100 feet; northeasterly by Talbot avenue 342 and 36/100 feet; easterly by land of said City, formerly of Cheever Newhall, 464 and 50/100 feet; southeasterly by other land of said City formerly of George D. Welles, 528 and 50/100 feet; and southwesterly by other land of said City formerly of the heirs of Eliza Floyd, there measuring by two lines 376 and 20/100 feet and 129 and 40/100 feet: containing 372600 sq ft more or less, and shown on a plan signed by William Jackson City Engineer, dated May 19, 1892 and deposited in the office of the Board of Park Commissioners of said City of Boston to which plan and a copy thereof recorded with Suffolk Deeds reference may be had for a more particular description of said premises.

The described premises were taken and laid out as a part of a public park by an act of said Board passed May 19, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Mary C. McDonald, wife of said Patrick F.

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Patrick F. McDonald and Mary C. McDonald

have hereunto set our hands and
 seals this 16th day of October, in the year of our
 Lord one thousand eight hundred and 94

*Signed and sealed }
 in presence of }*

Eva Malally

Charles E. Kimball Jr.

Patrick F. McDonald (seal)

Mary C. McDonald (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

October 16

1894

Then personally appeared the above-named Patrick F. McDonald
 and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Henry A. Smith

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON, Oct. 16 1894 12 h. 58 m. P M.

Received and entered with Suffolk Deeds lib. 2231 page 62

Attest,

Thos F. Temple.

Register.

Know all men by these presents,

That I, Aeneas McEachran, of Boston in the Commonwealth of Massachusetts,

In consideration of thirteen hundred and sixteen dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Dorchester at the southeasterly corner of Mount Vernon and Buttonwood streets and bounded as follows: northerly by said Mt.Vernon street, 60 feet; easterly by land of said City, formerly of Johanna McEachran, 60 feet; southerly by other land of said City, formerly of Thomas Heywood, 60 feet; westerly by said Buttonwood street, 60 feet: containing 3600 square feet, more or less.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Johanna McEachran, wife of said Aeneas,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Aeneas McEachran and Johanna McEachran

have hereunto set our hands and seals this eleventh day of July, in the year of our Lord one thousand eight hundred and ninety-three

Signed and sealed
in presence of

Roscoe P. Owen

Aeneas McEachran (seal)
her
Johanna X McEachran (seal)
mark

Commonwealth of Massachusetts.

SUFFOLK, SS. July 11 1893

Then personally appeared the above-named Aeneas McEachran and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Roscoe P. Owen

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, July 11 1893 12 h. 3 m. P.M.

Received and entered with Suffolk Deeds lib. 2142 page 202

Attest,
Thos. F. Temple,
Register.

Know all men by these presents,

That I, Aeneas McEachran, of Boston in the Commonwealth of Massachusetts,

In consideration of nine hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Dorchester and bounded and described as follows: beginning on the southerly line of Mt. Vernon street at land of said City, formerly of the heirs of Charles H. Leach, and running easterly on said Mt. Vernon street 60 feet to other land of said City, formerly of Bridget Lynch; thence running southerly on said last mentioned land 75 feet to other land of said City, formerly of John Mitchell; thence running westerly on said last mentioned land and land formerly of James McEachran and land formerly of Eunice C. McDonald 60 feet to said land formerly of the heirs of Charles H. Leach; thence running northerly on said last mentioned land 75 feet to the point of beginning: containing 4500 square feet, more or less.

The described premises were taken and laid out as a part of a public park of said City of Boston by an act of the Board of Park Commissioners, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking,
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Aeneas McEachran and Johanna McEachran, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises,

have hereunto set our hands and
 seals this second day of May, in the year of our
 Lord one thousand eight hundred and ninety-three

*Signed and sealed }
 in presence of }*

Roscoe P. Owen to J. McE.

Aeneas McEachran (seal)
 her
 Johanna X McEachran (seal)
 mark

Commonwealth of Massachusetts.

SUFFOLK, ss.

May 3

1893

Then personally appeared the above-named Aeneas McEachran
 and acknowledged the foregoing instrument to be his free act and deed,
 Before me,

Roscoe P. Owen

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON, May 3 1893 11 h. 8 m. A M.

Received and entered with Suffolk Deeds lib. 2126 page 617

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That I, James McEachran, of Boston, in the Commonwealth of Massachusetts,

In consideration of twenty-seven hundred dollars,
paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly Dorchester, bounded and described as follows: beginning on the northerly line of Shelburne street at land of said City, formerly of Eunice C. McDonald and running northerly on said last mentioned land 75 feet to other land of said City, formerly of Aeneas McEachran; thence running easterly on said last mentioned land 25 feet to other land of said City, formerly of John Mitchell; thence running southerly on said last mentioned land 75 feet to Shelburne street; thence running westerly on said Shelburne street 25 feet to the point of beginning: containing 1875 square feet, more or less, and being the same premises conveyed to me by Aeneas McEachran by deed dated October 28, 1875, and recorded with Suffolk Deeds, Lib. 1299 fol 150. And for said consideration I do hereby release and convey to said City of Boston all my right, title, and interest in and to the fee and soil of said Shelburne street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims, and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor
, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking,

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said James McEachran being unmarried

have hereunto set my hand and seal this twenty-first day of February, in the year of our Lord one thousand eight hundred and ninety-three.

*Signed and sealed }
in presence of }*

Roscoe P. Owen,

James McEachran (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

February 21,

189 3

Then personally appeared the above-named James McEachran,
and acknowledged the foregoing instrument to be his free act and deed,
Before me,

Roscoe P. Owen,

Justice of the Peace.

Approved,

Roscoe P. Owen,
City Conveyancer.

BOSTON, March 1 1893 2 h. 39m. P.M.

Received and entered with Suffolk Deeds lib. 2114 page 456

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That I, Johanna McEachran, wife of Aeneas McEachran, of Boston in the Commonwealth of Massachusetts,

In consideration of twenty-eight hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Dorchester, bounded and described as follows: beginning on the southerly line of Mt. Vernon street at land of said City, formerly of said Aeneas McEachran, and running easterly on said Mt. Vernon street 35 feet to other land of said City, formerly of Mary D. Bodwell; thence running southerly on said last mentioned land 75 feet to other land of said City, formerly of Daniel and Bridget Lynch; thence running westerly on said last mentioned land 35 feet to other land of said City, formerly of Thomas Heywood; thence running northerly on said last mentioned land and on said land formerly of Aeneas McEachran 75 feet to the point of beginning: containing 2625 square feet, more or less.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor
 , for my self and my heirs, executors and administrators.

70
do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Johanna McEachran and the said Aeneas McEachran, who joins herein in token of his consent hereto and to release any possible right, title, or interest in the described premises,

have hereunto set our hands and
seals this second day of May, in the year of our
Lord one thousand eight hundred and ninety-three

*Signed and sealed }
in presence of }*

Roscoe P. Owen to J. McE.

her
Johanna X McEachran (seal)
mark
Aeneas McEachran (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. May 3 1893

Then personally appeared the above-named Johanna McEachran
and acknowledged the foregoing instrument to be her free act and deed,
Before me,
Roscoe P. Owen

Justice of the Peace.

Approved,
Roscoe P. Owen

City Conveyancer.

BOSTON, May 3 1893 11 h. 8 m. A M.
Received and entered with Suffolk Deeds lib. 2126 page 619
Attest,
Thos. F. Temple
Register.

Know all men by these presents,

That we, Edward J. McElroy of Boston in the Commonwealth of Massachusetts and Ellen M. McElroy, wife of said Edward J. in her right

In consideration of nine thousand dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, ^{a certain parcel of land} situate in that part of said Boston known as South Boston, and bounded as follows: northerly by East Eighth street one hundred sixteen and $34/100$ feet; easterly by O street about ninety one feet; southerly by the line of the stone wall one hundred sixteen and $34/100$ feet; westerly by land of said City, formerly of Phillips about ninety one feet. Also the parcel of flats adjoining the above described premises on the south and lying between the easterly and westerly lines of said premises extended and extending from said premises on the north to low water mark on the south, or as far as our rights extend; together with all our right, title and interest in and to the fee and soil of so much of East Eighth street, East Ninth street and O street as are included within the lines of said park; being the same premises, conveyed to said Ellen M. by deeds recorded with Suffolk Deeds, Lib. 1392 fols 614 and 383.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City, for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by **us except said taking**

and that **we** will, and **--- our ---** heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under **us** but against none other.

~~AND for the consideration aforesaid,--~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said **Edward J. McElroy and Ellen M. McElroy**

have hereunto set our hands and seal s this ----- thirtieth ----- day of ---- November ---- , in the year of our Lord one thousand eight hundred and ninety-two

*Signed and sealed }
in presence of }*

The word "my" stricken out in two places, and the word "our" substituted.

Edward J. McElroy (seal)
Ellen M. McElroy (seal)

J. S. Dean.

Commonwealth of Massachusetts.

SUFFOLK, ss.

November 30, 189 2

Then personally appeared the above-named **Ellen M. McElroy**
and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Josiah S. Dean.

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON, December 1 189 2 3 h. 34 m. P.M.

Received and entered with Suffolk Deeds lib. 2092 page 175

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That, Eliza McKeon of Brookline in the Commonwealth of Massachusetts,
widow,

In consideration of eleven thousand six hundred dollars
paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise,
release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the
purposes of a public park a certain parcel of land situate in that part
of said Boston, which was formerly Roxbury, and bounded and described
as follows; viz: beginning at a point in the northerly line of Tremont
street, distant 37 feet eastwardly from the intersection of said line
with the easterly line of Downer street, and from said point running
westwardly on Tremont street 45 feet; thence turning and running north-
wardly on land of said City, formerly of William Finneran, 90 and
5/100 feet; thence turning and running eastwardly and northeastwardly
on land of said City formerly of Andrew F. Quigley, on two lines
51 and 17/100 feet; thence turning and running southwardly on land
of said City formerly of John Devine 33 and 47/100 feet to the point
of beginning: containing 3576 square feet, more or less, and being the
same premises conveyed to me by Catherine D. Hancock by two deeds,
dated respectively August 17, 1869 and March 21, 1873 and recorded
with Suffolk Deeds, lib. 938 fol. 102, lib. 1174 fol. 81.

The described premises were taken and laid out as a part
of a public park by an act of the Board of Park Commissioners of
said City of Boston, passed April 30, 1890, and the above named con-
sideration has been received in full, satisfaction and discharge of
all claims and demands against said City for damages, costs, expenses
and compensation for, on account of, or in any way growing out of said
taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and ap-
purtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to
its and their use and behoof forever. And ¹, the said Eliza McKeon
, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Eliza McKeon

have hereunto set my hand and seal this seventh day of November, in the year of our Lord one thousand nine hundred and eight hundred and ninety-one,

Signed and sealed
in presence of
 One interlineation having been made on the first page before signing.
 Moses Williams

her
 Eliza x McKeon, (seal)
 mark

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, November 7, 1890 190

Then personally appeared the above-named Eliza McKeon and acknowledged the foregoing instrument to be her free act and deed,

Before me,
 Moses Williams,

Justice of the Peace.

Approved,
 Roscoe P. Owen,

City Conveyancer.

BOSTON, November 7, 1890 190 11 h. 37 m. A.M.

Received and entered with Suffolk Deeds lib. 1966 page 460

Attest,

Thomas F. Temple,

Register.

Know all men by these presents,

That we, Margaret J McLaney and Daniel McLaney both of Boston in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations, paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate near Prince street in said Boston and bounded as follows: northeasterly by land of said City formerly of Ellen Gallagher, 24 and 12/100 feet; southeasterly by the same 4 feet; again northeasterly by the same 5 feet; again southeasterly by land of Ezra C. McIntyre 13 feet; southwesterly by other land of said City formerly of Vito A Lespasio 29 and 42/100 feet; northwesterly by other land of said City formerly of David Flynn and of Angelo and Carmele Carbone, 17 feet: containing 477 square feet more or less.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston, on the 25th day of May 1897, and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City for damages, costs, expenses and compensation for on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And ^{we}, the said granters, for ^{ourselves} and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Margaret J. McLaney and Daniel McLaney

have hereunto set our hands and seals this 13th day of May, in the year of our Lord one thousand eight hundred and 98

Signed and sealed
in presence of

Samuel M. Child

Margaret J. McLaney (seal)
Daniel McLaney X his mark (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. May 13 1898

Then personally appeared the above-named Margaret J. McLaney and acknowledged the foregoing instrument to be her free act and deed, Before me, Samuel M. Child

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, May 14 1898 12 h. 38 m. P. M.

Received and entered with Suffolk Deeds lib. 2527 page 493

Attest,
Thos F Temple. Register.

Know all men by these presents,

That I, Margaret McMahon of Boston, in the Commonwealth of Massachusetts, widow,

In consideration of two thousand three hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate partly in said Boston and partly in ~~said~~ Brookline in said Commonwealth, and bounded and described as follows: beginning at a point in the northwesterly line of Downer street at land of said City formerly of Nelson Curtis, and from said point running northwestwardly by said land formerly of said Curtis, 75 feet; thence turning at a right angle and running north-eastwardly by a line parallel ^{with} ~~to~~ said Downer street, 40 feet to land of said City formerly of Catherine Nols; thence turning at a right angle and running ^{east} southwardly on said land formerly of said Nols, 75 feet to said Downer street; thence turning and running southwestwardly by said Downer street to the point of beginning, together with all my right, title and interest in and to the fee and soil of said Downer street; the released premises containing 3,000 square feet, more or less, and being the same premises conveyed to ~~my~~ my late husband, Thomas McMahon, by deed of Catherine D. Hancock, dated April 16, 1870 to be recorded herewith, and devised to me in and by the last will of said Thomas McMahon, deceased, which said will was approved and allowed in the probate court for the County of Suffolk on the 22th day of September, 1885.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Margaret McMahon, for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Margaret McMahon

have hereunto set my hand and seal this twentieth day of March, in the year of our Lord one thousand nine hundred and eight hundred and ninety-one.

*Signed and sealed }
 in presence of }*

Annie McMahon,

Lemuel W. Peters

her
 Margaret X McMahon. (seal)
 mark

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, March 20, 1891 -190

Then personally appeared the above-named Margaret McMahon
 and acknowledged the foregoing instrument to be her free act and deed,

Before me,
 Lemuel Peters,

Justice of the Peace.

Approved,
 Poscoe P. Owen,

City Conveyancer.

BOSTON, March 21, 1891 -190 1 h. 58 m. P.M.

Received and entered with Suffolk Deeds lib. 1986 page 259

Attest,

Charles W. Kimball,

Asst. Register.

Know all men by these presents,

That I, John McNally of Boston, in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON. the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Roxbury, and bounded as follows:beginning on the southeasterly line of Downer street at the division line between said land and land of said City formerly of Francis Morrow and running northeasterly on said Downer street 40 feet to other land of said City formerly of William Gray; thence running southeasterly on said last mentioned land 75 feet to land of said City formerly of Catherine D. Hancock; thence running southwesterly on said land formerly of said Hancock, 40 feet to said land formerly of Francis Morrow; thence running northwesterly on said last mentioned land 75 feet to the point of beginning: containing 3,000 square feet , more or less, and being the same premises conveyed to me by deed of Louis Genter, dated July 6, 1875 and recorded with Suffolk Deeds, lib. 1277 fol. 295, and for said consideration I hereby release to said City of Boston all my right, title and interest in and to the fee and soil of said Downer street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the ~~location~~, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said John McNally , for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said John McNally, having no wife,

have hereunto set my hand and seal this twenty-seventh day of April, in the year of our Lord one thousand ^{eight} nine hundred and ninety-two

Signed and sealed }
in presence of }

P. A. Collins. John McNally, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.Boston, April 28, 1902

Then personally appeared the above-named John McNally and acknowledged the foregoing instrument to be his free act and deed,

Before me,
P. A. Collins,

Justice of the Peace.

Approved,
Thomas M. Babson,
Corporation Counsel.
~~City-Congressman.~~

BOSTON, 190 h. m. M.
Received and entered with Suffolk Deeds lib. page

Attest,
Register.

Know all men by these presents,

That I, John McWeeny of Boston in the Commonwealth of Massachusetts

In consideration of four thousand one hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said City of Boston, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Roxbury and bounded as follows: southeasterly by Fellows street, 29 feet; southwesterly by land of said City formerly of Margaret Finnerty, by Charles N. Fairbairn and of Owen Sullivan, 91 feet; northwesterly by other land of said City, 29 feet; northeasterly by other land of said City formerly of Hannah Barry, 91 feet: containing 2639 square feet more or less, being the same premises conveyed to me by Thomas P. McWeeny by deed dated December 29, 1896, and recorded with Suffolk Deeds, lib. 2411 page 27, and being shown on a plan signed by William Jackson, City Engineer, dated August 17, 1897, and deposited in the office of the Board of Park Commissioners of said City of Boston.

The described premises were taken for the purposes of a public playground by said Board of Park Commissioners on the seventeenth day of August, 1897, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

This conveyance is made subject to taxes for the current year which said City is to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said grantor -----, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except as aforesaid

and that I will, and --- my ---- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said John McWeeny, being unmarried

have hereunto set my hand and seal this --- twenty-fourth -- day of -- August ----, in the year of our Lord one thousand eight hundred and ninety-seven.

*Signed and sealed)
in presence of)*

John McWeeny (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

August 30,

189 7

Then personally appeared the above-named John McWeeny

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Frank M. Perry

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON,

September 2

1897

4 h.

11m.

P.M.

Received and entered with Suffolk Deeds

lib. 2467

page 62

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That I, John Mitchell of Boston in the Commonwealth of Massachusetts

In consideration of three thousand dollars --- ----- to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Dorchester, and bounded and described as follows: beginning on the northerly line of Shelburne street at the division line between said parcel and land of said City, formerly of James McEachran, and running northerly on said last mentioned land seventy five feet to other land of said City, formerly of Aeneas McEachran; thence running easterly on said last mentioned land thirty feet to other land of said City, formerly of Bridget Lynch; thence running southerly on said last mentioned land seventy five feet to Shelburne street; thence running westerly on said Shelburne street thirty feet to the point of beginning: containing 2250 square feet, more or less, and being the same premises conveyed to me by deed of Charles H. Leach et al., dated April 6, 1874 and recorded with Suffolk Deeds, Lib. 1206 fol 272. And for said consideration I hereby release and convey to said City all my right, title and interest in and to the fee and soil of said Shelburne street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said Mitchell -----
, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said John Mitchell and Mary Mitchell, wife of said John, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises

have hereunto set our hands and seals this ---- seventeenth ---- day of --- November ----, in the year of our Lord one thousand eight hundred and ninety__two

*Signed and sealed }
in presence of }*

S. Henry Hooper
to both

John Mitchell (seal)
Mary Mitchell (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. November 17, 189 2

Then personally appeared the above-named John Mitchell
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
S. Henry Hooper

Justice of the Peace.

Approved,
Roscoe P. Owen

City Conveyancer.

BOSTON, November 30 1892 5 h. 10m. P.M.

Received and entered with Suffolk Deeds lib. 2099 page 337

Attest,

Thos. F. Temple *Register.*

Know all men by these presents,

That I, James J. Morgan of Boston in the Commonwealth of Massachusetts, as I am the owner of certain parcels of land ^{situate} in that part of said Boston formerly West Roxbury adjoining the public park known as the Arnold Arboretum, and comprising lots numbered respectively 34, 40 & 42 on a plan made by French & Bryant, C.E., dated June 24, 1896, and recorded in consideration of—
~~to — paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park.~~
with Suffolk Deeds, lib. 2371 page 103; and we, Henry F. Naphen and James A Page, Trustees of the Arboretum Land Company, under an agreement dated September 12, 1895, and recorded with Suffolk Deeds, lib. 2371, page 97; and as we are the mortgagees named in and present holders of a certain mortgage of said premises given to us by said Morgan, dated July 1, 1896 and recorded with said Deeds, lib. 2371, page 107, in consideration of one dollar to each of us paid by the City of Boston, the receipt whereof is hereby acknowledged, and the further consideration that said City shall construct along the boundary ^{line} of said park and adjoining said parcels of land a roadway and walk to which said Morgan and his heirs and assigns, and in case of the foreclosure of said mortgage, said Naphen and Page, trustees as aforesaid, and their successors and assigns, and all persons claiming under said mortgage and their respective heirs and assigns (owners or occupants of said adjoining parcels of land) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City or by any other board or department having for the time being the control and management of said Park, do hereby, the said Morgan for himself and his heirs, executors, and administrators, and the said Naphen and Page, trustees as aforesaid, for themselves and their successors and those claiming under them as mortgagees as aforesaid, covenant and agree with the said City of Boston, that we, our heirs, successors and assigns will hold said parcels of land abutting upon said park ~~way~~ and to a distance of one hundred feet therefrom subject to the following restrictions which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land.

~~And for the above named consideration — do — also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon —~~

remaining land abutting upon said park, and do also, for ~~sel~~ and ~~heirs,~~
~~executors, administrators, and assigns, covenant and agree with the said City of Boston that~~
~~will not and they shall not make or have any claim or demand against said city for damages~~
~~in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to~~
~~support such filling, or to support the bank on the line of said park, where cutting down is~~
~~required for such grading, and further that~~ will not, and they shall not remove or permit
~~to be removed by any person other than the officers or agents of said city any portion of the~~
~~filling placed or sloped upon~~ said remaining land abutting upon said park in grading the
~~same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon~~
~~the line of~~ said remaining land abutting upon said park. The described premises are
 shown on a plan

made by

dated, and filed in the office of said Park Commissioners, to
 which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed
 upon estates belonging to on account of the laying out and construction of said park,
 said betterments shall be assumed by said City of Boston.

AND for the above named consideration, and the further consideration that said
 CITY OF BOSTON shall construct along the boundary line of said park within said parcel
 of land, a roadway and walk to which and heirs and assigns, (owners or occu-
 pants of adjoining lands of grantor) shall have free access, with the right to use the same for
 the purposes of a way, subject to such reasonable rules and regulations as may from time to time
 be made by the Park Commissioners of said city, or by any other board or department
 having for the time being the control and management of said park, hereby, for
 sel and heirs, executors, and administrators, covenant with said City of Boston,
 that and heirs and assigns will hold remaining land abutting upon said
 park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
 which shall be inserted or referred to in any conveyance hereafter made by of the whole
 or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public
 stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in
 height above the basement or cellar, nor ^{seventy} ~~exceed~~ ^{to the highest point of the roof} ~~sixty~~ feet in height from the mean grade of the
 edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or
 chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of
 more than two houses, nor wooden house or block standing at a distance less than five feet from
 the side line of the lot upon which the same is placed, and no wooden house costing less than
 five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
 apartment house costing less than four thousand dollars per suite of apartments, exclusive in
 each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from
 the exterior line of said park; provided that steps, windows, porticos, and other usual projections
 appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-
 five feet, subject to the following limitations, viz.: first, that no projections of any kind (other
 than door-steps and balustrades connected therewith, and also ^{balustrades projecting not more than ten feet} ~~cornices at the roof of the build-~~
 ing) shall extend more than five feet from the rear line of the aforesaid space; second, that no
 projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
 foundation wall sustaining the same (such foundation wall being a projection of the front wall),
 will be allowed (excepting oriel windows above the first story on a street corner), unless any
 horizontal sections of such projections would fall within the external lines of trapezoids, the
 sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
 whole front of the building, and the base of any one of which trapezoids does not exceed
 eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each
 house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk
 shall be maintained by said City of Boston, and the grantor said ^{Morgan his} heirs and assigns, & in
 case of foreclosure of said mortgage, said Naphen & page, & their suc. & assigns
 owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to
 use the same for the purposes of a way, subject to the rules and regulations aforesaid.
 #adjoining sidewalk, or above the grade of the ground at the principal
 front of the building, in case the grade of said ground is above the
 grade of said parkway..

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston in fee simple forever. And _____, the said

for _____ and _____ heirs, executors and administrators, do _____ covenant with the said City of Boston, that _____

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that _____ have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that _____ will, and _____ heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said James J. Morgan and said Henry F. Naphen and James A. Page, trustees as aforesaid

have hereunto set our hands and seals this --- fourteenth -- day of -- October ---, in the year of our Lord one thousand eight hundred and ninety-six.

Signed and sealed }
in presence of)

James J. Morgan (seal)
Henry F. Naphen (seal)
Trustee
James A. Page (seal)
Trustee

Commonwealth of Massachusetts.

SUFFOLK, ss. October 14 18 96.

Then personally appeared the above named James J. Morgan and said Henry F. Naphen Trustee their and acknowledged the foregoing instrument to be free act and deed,

Before me,
William Miller
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, October 14 1896 . 4h. 5m. P.M.

Received and entered with Suffolk Deeds, lib.2393 fol. 243

Attest,
Thos. F. Temple. Register.

108

PUBLIC PARK DEED.

TO THE

CITY OF BOSTON.

Know all men by these presents,

That whereas I, George Morrill of Boston in the Commonwealth of Mass., guardian of Henry C. Howe of Brooklyn in the State of New York, an insane person, was, on the 14th day of Sept. current, duly licensed by the Probate Court, for the County of Suffolk in said Commonwlth, to sell at private sale the following described real estate of said Ward, with all the rights, privileges, restrictions, provisions & conditions contained and recited in this deed for the sum of \$222.22, NOW, THEREFORE, I the said Guardian in consideration of two hundred, twenty-two and 22/100 dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading, said park, to the grade to be established therefor by the Park Commissioners of said City, upon said wards

770
remaining land abutting upon said park, and do also, for said ^{sel}ward and his heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that said ^{ward} will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon his said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of his said remaining land abutting upon said park. The described premises are shown on a plan in two parts, signed

made by William Jackson, City Engineer, ,
dated April 20, 1892, and filed in the office of said Park Commissioners, to
and a copy thereof filed in the Reg. of Deeds for the Co. of Suffolk.
which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to said ^{ward} on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which said ^{ward} and his heirs and assigns, (owners or occupants of adjoining lands of ^{said ward} grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for said ^{sel ward} and his heirs, executors, and administrators, covenant with said CITY OF BOSTON, that he and his heirs and assigns will hold his remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by him of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. ~~No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.~~ See 2nd page fol.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than eight} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the ^{said ward} ~~grantor~~, his ^{said ward's} heirs and assigns, owners or occupants of ^{said ward's} ~~grantor~~ adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. ~~And -----, the said~~

~~for ----- and ----- heirs, executors and administrators, do ----- covenant with the said City of Boston, that~~
~~lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances,~~

~~that ----- have~~
~~good right to sell and convey the same to the said City of Boston forever as aforesaid; and that~~
~~----- will, and ----- heirs, executors and administrators shall warrant and defend the~~
~~same to the said City of Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, I the said George Morrill, guardian, as aforesaid, said ward being unmarried

have hereunto set my hand and seal this --- fifteenth ---- day of September -- , in the year of our Lord one thousand eight hundred and ninety-three

Signed and sealed }
in presence of }

Roscoe P. Owen

George Morrill (seal)
Guardian.

Commonwealth of Massachusetts.

SUFFOLK, SS. September 19 1893 .

Then personally appeared the above named George Morrill, Guardian and acknowledged the foregoing instrument to be free act and deed,

Before me, Roscoe P. Owen.

Justice of the Peace.

Approved,
Roscoe P. Owen.

BOSTON, September 19, 1893 . 2h. 3 m. P M.

Received and entered with Suffolk Deeds, lib. 2153 fol. 497

Attest,

Thos. F. Temple.

Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of ^{brick or} stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That Whereas, I, Robert M. Morse of Falmouth in the Commonwealth of Massachusetts

~~In consideration of~~

~~to _____ paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park.~~

am seized in fee of a certain parcel of land situate in that part of Boston in said Commonwealth, which was formerly West Roxbury, bounded northeasterly by Burroughs street, southeasterly by land now or late of Tiffany, southwesterly by land now or late of Edward M. Smith, and northwesterly by the line of the public park established by the Board of Park Commissioners of said City of Boston on the 24th day of December, 1892, said parcel containing 47,988 square feet, more or less, and being more particularly described in the deed of said Smith to me dated March 2, 1893, and recorded with Suffolk Deeds, lib. 2115, page 289, to which reference may be had.

AND, WHEREAS I am desirous that said parcel of land may be entitled to certain rights of way hereinafter specified in and upon a roadway and walk to be constructed by said Park Commissioners along the boundary line of said park and adjoining my said parcel of land.

NOW, THEREFORE, I, the said Robert M. Morse, in consideration of the premises and of one dollar to me paid by said City of Boston, the receipt whereof is hereby acknowledged

~~And for the above-named consideration~~ I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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said remaining land abutting upon said park, and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting down is~~ ^{street} ~~required for such grading~~, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. ~~The described premises are shown on a plan~~

made by _____, dated _____, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, ^{adjoining} ~~within said parcel~~ of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for my self and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my ~~said remaining~~ ^{said} land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{piazas projecting not more than 10 ft.} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted ^{rights and privileges} ~~premises~~ to the said CITY OF BOSTON in fee simple forever. And-----, the said--

~~for-----set-----and-----heirs, executors and administrators, the-----covenant with the said City of Boston, that lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances,-----~~

that-----have

~~good right to sell and convey the same to the said City of Boston forever as aforesaid; and that-----will, and-----heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said Robert M. Morse and Anna E. Morse, wife of said Robert M, do hereby release to said City all right of and to both dower and homestead in the described premises so far as may be necessary to give full force and effect to the preceding grant by her said husband

have hereunto set our hand s and seals this ---- Fifth ----- day of --- July -----, in the year of our Lord one thousand eight hundred and ninety-four.

*Signed and sealed)
in presence of)*
171 printed words having been stricken out and 6 words interlined before signing.
Robert M. Morse (seal)
Anna E. Morse (seal)
William M. Richardson.

Commonwealth of Massachusetts.

SUFFOLK, SS. July 5, 1894 .

Then personally appeared the above named Robert M. Morse and acknowledged the foregoing instrument to be his free act and deed,

Before me,
William M. Richardson
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, July 6 1894 . 4 h. 18 m. P.M.

Received and entered with Suffolk Deeds, lib. 2210 fol. 515

Attest,
Thos. F. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

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Know all men by these presents,

That I, Robert M. Morse, of Falmouth in the Commonwealth of Massachusetts, as I am Trustee for the benefit of Kate Lillian Dewey and others, under a certain deed dated May 20, 1895, and recorded with Suffolk Deeds, lib. 2278 page 333, being the owner of a certain parcel of land situate on Pond street in that part of Boston in said Commonwealth known as Jamaica Plain, and bounded southwesterly by said Pond street; northwesterly by the Parkway known as Jamaica way; northeasterly by land of James L. Gorham, and land formerly of Franklin Green; and southeasterly by land formerly of John C. Pratt

In consideration of one dollar to me

to paid by the City of Boston, the receipt whereof is hereby acknowledged, ~~do hereby~~ giving, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park,

and the further consideration that said City shall assume one-half of any betterments assessed upon my said estate on account of the laying out and construction of said parkway, do hereby for myself and my successors covenant and agree with said City of Boston, that I and my successors and assigns will hold my said land adjoining said parkway and to a distance of 100 feet therefrom subject to the following restrictions which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land.

And for the above-named consideration do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon

remaining land abutting upon said park, and do also, for ~~sel~~ and ~~heirs~~, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that ~~will not~~, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon ~~said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of~~ said remaining land abutting upon said park. The described premises are shown on a plan

made by ~~_____~~, dated ~~_____~~, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to ~~_____~~ on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which ~~_____~~ and ~~_____~~ heirs and assigns, (owners or occupants of adjoining lands of grantor ~~_____~~), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, ~~_____~~ hereby, for ~~sel~~ and ~~_____~~ heirs, executors, and administrators, covenant with said CITY OF BOSTON, that ~~_____~~ and ~~_____~~ heirs and assigns will hold ~~_____~~ remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by ~~_____~~ of the whole or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height to the highest pt of the roof ~~adjointing sidewalk or above the grade of the road at the main front of the~~ ^{of said parkway or above the grade of the road at the main front of the} ~~edge stone or sidewalk or front to the ceiling of the extreme upper story (excepting churches or chapels)~~ and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ~~cornices at the roof of the building~~ ^{piazas project's not more than 10 ft}) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such ~~roadway and walk~~ ^{parkway} shall be maintained by said CITY OF BOSTON, and the grantor ~~his~~ ^{successors} and assigns, owners or occupants of grantor's ~~adjoining lands~~ ^{such reasonable} shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations ~~aforesaid~~ ^{aforesaid} as may from ~~the building~~ ^{the building}, in case the grade of said ground is above the grade of said parkway

time to time be made by the Park Com'rs of sd City or by any other Bd or Dpt having for the time being the control or managment of sd parkway.

~~TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And , the said~~
~~for sel and heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that~~
~~lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances,~~
~~that have~~
~~good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that~~
~~will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, I the said Robert M. Morse, Trustee as aforesaid and I, the said Kate Lilian Dewey, being the person now entitled to the income of said Trust Estate, and joining herein in token of my consent hereto

have hereunto set our hands and seals this 12th day of July , in the year of our Lord one thousand eight hundred and 98

*Signed and sealed)
in presence of)*

105 words having been interlined before signing.

Charles E. Hellier

Robert M. Morse, Trustee (seal)

Kate Lilian Dewey (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. July 13 1898 .

Then personally appeared the above named Robert M. Morse, Trustee and acknowledged the foregoing instrument to be his free act and deed,

Before me,
William M. Richardson
Justice of the Peace.

Approved,

Roscoe P Owen

City Conveyancer,

BOSTON, January 7, 18 98 . 12 h. 10 m. P M.

Received and entered with Suffolk Deeds, lib. 2578 fol. 257

Attest,

Register.

Thos F. Temple,

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Confederation of Switzerland
City and Canton of Geneva
S.S.

Consulate of the U.S. of America at Geneva.

Geneva Sept 10, 1898

Then personally appeared the above named Kate Lilian Dewey, and acknowledged
the foregoing instrument to be her free act and deed,

Before me,

Benjamin H. Ridgely,

(seal)

Consul of the United States of America
at Geneva.

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Know all men by these presents,

That I, Charles A. Morss, of Boston, in the Commonwealth of Massachusetts

In consideration of sixty-five hundred dollars

to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury and bounded as follows: beginning at a point in the easterly line of Kimball street distant 50 feet northwardly from Crafts street and running northwardly on said Kimball street 179 and 50/100 feet to other land of grantor; thence running south-eastwardly on said other land of grantor, by a straight line 84 and 26/100 feet and by a curved line of 4,000 feet radius, tangent to said straight line 95 and 32/100 feet to land of said city, formerly of George H. Spence; thence running westwardly on said last mentioned land 5 and 91/100 feet to the point of beginning: containing 529 square feet, more or less.

Also a certain parcel of land situate partly in said Boston and partly in Brookline in said Commonwealth, and bounded and described as follows: beginning on the westerly line of Kimball street at the division line between said land and land of said city formerly of Otis H. Weed and running south-westwardly on said Kimball street to land of said city formerly of the heirs or devisees of Joseph Wickerson; thence running westwardly and northwestwardly and northwardly on said last mentioned land, by three lines, 425 feet to the former boundary line between said Boston and Brookline; thence running northwardly by said former boundary line 660 and 8/10 feet to said land formerly of Otis H. Weed; thence running eastwardly on said last mentioned land by two lines 280 feet to the point of beginning: containing 102,866 square feet, more or less, meaning and intending as to the last described parcel to convey only that parcel of land conveyed to me by Otis H. Weed by deed dated Jan. 18, 1876, and recorded with Suffolk Deeds, lib. 1311 fol. 184.

Also all my right, title and interest in and to the fee and soil of so much of said Kimball street as lies westwardly of the exterior or eastwardly line of said park as shown on the plan hereinafter referred to.

The described premises were taken and laid out as part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said city for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, & laying out of said park.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a "plan of land in the City of Boston, Mass, taken April 30, 1890, for a park under chap. 185 of the Acts of 1875 made by ----- Alexis H. French, C. E. dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston in fee simple forever. And I , the said grantor

for myself and my heirs, executors and administrators, do covenant with the said City of Boston, ~~that-----~~
~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~

~~that-----~~ have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons claiming by, through or under me, and against none other.

IN WITNESS WHEREOF, we the said Charles A. Morss and Mary E. Morss, my wife,^{who} joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises.

have hereunto set our hands and seals this sixth day of February , in the year of our Lord one thousand eight hundred and ninety-one.

Signed and sealed }
in presence of }
The covenants of warranty
having been changed to
covenants of quitclaim
before signing.
John Wells Morss.

Charles A. Morss, { seal }
Mary E. Morss, { seal }

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, Feb. 6, 1891 .

Then personally appeared the above named Charles A. Morss and acknowledged the foregoing instrument to be his free act and deed.

Before me,
John Wells Morss.

Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, February 9, 1891 . 1 h. 58m. P.M.

Received and entered with Suffolk Deeds, lib. 1980 page 561

Attest, Thomas F. Temple, Register.

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CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That we, Mary E. Moseley of Boston in the Commonwealth of Massachusetts, widow, George S. Merrill, of Cambridge in said Commonwealth, and we Edward C. Moseley and Frank Moseley, both of said Boston, as we are trustees under a deed dated February 11, 1891, and recorded with Suffolk Deeds, Lib. 1981, page 195,

In consideration of fifteen hundred dollars

to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, the following described parcels of land and flats situate in said Boston,

First, A parcel of land bounded and described as follows: beginning on the northeasterly line of Mt. Vernon street at land of said City, formerly of John P. Howe et al., and running northeasterly on said last mentioned land 81 and 70/100 feet to other land of grantors; thence running easterly on said last mentioned land 3 and 43/100 feet to the location of the Old Colony Railroad; thence running southerly on said location 83 and 56/100 feet to Mt. Vernon street; thence running northwesterly on said Mt. Vernon street, 72 and 56/100 feet to the point of beginning: containing 2907 square feet, more or less.

2. A parcel of land bounded and described as follows: beginning on the southwesterly line of Mt. Vernon street at land formerly of John P. Howe et al., but now of said City and running southwestwardly on said Mt. Vernon street 107 and 85/100 feet to Carson street; thence running southwestwardly on said Carson street 79 and 95/100 feet to the tangent point of a curved line of 20 feet radius as shown on the plan herein-after referred to on other land of grantors; thence running northerly and westerly on said last mentioned land by said curved line of 20 feet radius 48 and 7/100 feet and by a straight line 96 and 82/100 feet to said land formerly of John P. Howe et al., thence running northeasterly on said last mentioned land 97 and 82/100 feet to the point of beginning: containing 6856 square feet, more or less.

3. All our right, title and interest in and to the fee and soil of so much of said Mt. Vernon and Carson streets as is included within the lines of said park as shown on said plan.

4. A parcel of land and flats lying east of the location of the Old Colony Railroad and bounded and described as follows: beginning at a point in the northeasterly line of Mt. Vernon street at land of said City formerly of Gerard C. Tobey et al. and running thence northeasterly by the southeasterly line of said last mentioned land to its intersection with a curved line of 692 and 56/100 feet radius, shown on said plan; thence running easterly and northeasterly by other land and flats of grantors by said curved line to flats formerly of said Tobey et al.; thence northeasterly more easterly by said last mentioned flats to the line of extreme low water in Old Harbor or of the limit of riparian ownership; thence easterly by said line of low water or of the limit of riparian ownership to flats of Joseph Ham; thence southwestwardly by said flats of Joseph Ham by land and flats of said City formerly of said Ham and by land of said City, formerly of John P. Howe, et al. to the intersection of a curved line of 802 and 56/100 feet radius; thence westerly by said last mentioned curved line and southerly by a curved line of 40 ft radius both on other land of grantors to the northeasterly line of Mt. Vernon street thence northwesterly on said street to the point of beginning: The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims, and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan

signed and made by William Jackson, City Engineer, dated April 29, 1892, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns, (owners or occupants of adjoining lands of grantors,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. See 2nd page fol.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said grantors

for our selves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, made or suffered by us except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons, claiming by,through or under us, but against none other.

IN WITNESS WHEREOF, we the said Mary E Moseley and George S.Merrill, and we the Edward C. Moseley and Frank Moseley,trustees as aforesaid,together with Almira H. Merrill,wife of the said George S.who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and seals this second day of August , in the year of our Lord one thousand eight hundred and 93

<i>Signed and sealed in presence of</i>	
John J. Guest,	Mary E. Moseley (seal)
G. Hubert Merrill.	George S. Merrill, (seal)
Wm.C.Munneman,	Edward C.Moseley and Frank Moseley,trustees (seal)
G. Hubert Merrill	Almira H. Merrill (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. August 2 18 93 .

Then personally appeared the above named Edward C. Moseley Trustee, and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Roscoe D. Owen
Justice of the Peace.

Approved,
Roscoe P. Owen,

BOSTON, August 2 1893 . 2h. 18m. P M.

Received and entered with Suffolk Deeds, lib. 2146 fol. 534

Attest,
Thos. F. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That we, Mary E. Moseley of Boston in the Commonwealth of Massachusetts, widow, George S. Merrill of Cambridge, in said Commonwealth and Frank Moseley of said Boston as I am the surviving trustee under a deed dated February 11, 1891 and recorded with Suffolk Deeds, lib 1981, page 195

In consideration of sixteen hundred dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land and flats situate east of the Old Colony railroad in that part of said Boston formerly Dorchester, and bounded northwesterly by land of said City formerly of Gerard C. Tobey and others; there measuring about 560 feet by two straight lines as shown on the plan hereinafter mentioned; southeasterly and southerly by land conveyed to said City by these grantors by deed dated August 2, 1893 and recorded with Suffolk Deeds, lib. 2146 page 534, there measuring by a curved line of 692 and 56/100 feet radius, shown on said plan, about 390 feet: containing 32200 square feet, more or less, and being the parcel marked "Mary E. Moseley and the Heirs of Thomas E. Moseley" on a plan signed by William Jackson, City Engineer, dated June 9, 1897, and recorded with Suffolk Deeds, lib. 2449 page 418, to which plan reference may be had for a more particular description of said premises.

The described premises were taken as a part of a public park by the Board of Park Commissioners of said City of Boston on the 9th day of June 1897, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking.

This conveyance is made subject to taxes for the year 1897, which said City agrees to assume as part of the consideration thereof.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for our selves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, or either of us, except said taking
 and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid, I, Almira H. Merrill, wife of the said George S.

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Mary E. Moseley, George S. Merrill, Frank Moseley Trustee as aforesaid, and Almira H. Merrill

have hereunto set our hands and
 seal s this 25th day of June, in the year of our
 Lord one thousand eight hundred and 98

*Signed and sealed }
 in presence of }*

Carlton Moseley

Allyn L. Merrill

" " "

Mary E. Moseley (seal)

George S. Merrill (seal)

Frank Moseley Trustee (seal)

Almira H. Merrill (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

June 25

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Then personally appeared the above-named Frank Moseley Trustee
 and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Alpheus Sanford

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON, June 29 189 8 4 h. 6 m. P. M.

Received and entered with Suffolk Deeds lib. 2538 page 142

Attest,

Thos F Temple

Register.

Know all men by these presents,

That I, Frances E. Munroe of Boston in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable consideration paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, two certain parcels of land situate between Commonwealth avenue and Chestnut Hill Reservoir in that part of said Boston formerly Brighton, and bounded and described as follows, viz:

The first parcel is bounded southeast by land described in the vote hereinafter mentioned as taken from Sarah L. West 24 and 4/100 feet; southwest by land of said City of Boston 66 and 89/100 feet; northwest by land taken by said vote from Theodore Munroe 12 and 78/100 feet; and northeast by other land of mine by a curved line drawn with a radius of 2400 feet 66 feet: containing 1225 square feet, more or less.

The second parcel is bounded southeast by land described in said vote as taken from Sarah L. West 138 and 8/100 feet; southwest by land of said City 54 and 89/100 feet; west by land of said City and land described in said vote as taken from a person or persons unknown 37 and 60/100 feet; northwest by land now or formerly a passageway by two lines 34 and 8/100 feet and 71 and 61/100 feet; and northeast by other land of said Frances by a curved line drawn with a radius of 2400 feet there measuring 67 and 84/100 feet: containing 9312 square feet; also all my right, title and interest if any I have in 335 square feet of said passageway taken by said vote.

And for said consideration I hereby release and discharge said City of Boston from all claims for damages by reason of or in any way growing out of the taking of said lands by a vote of the Board of Park Commissioners of said City of Boston passed Nov. 13, 1899

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me _____ and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Frances E. Munroe

have hereunto set my hand and seal this sixth day of January, in the year of our Lord one thousand nine hundred and

*Signed and sealed }
in presence of }*

C. F. Day

Frances E. Munroe (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

January 6

1900

Then personally appeared the above-named Frances E. Munroe and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Chas Frank Day

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, January 6, 1900 1 h. 26 m. P M.

Received and entered with Suffolk Deeds lib. 2657 page 341

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That I, Theodore Munroe, of Boston in the Commonwealth of Massachusetts

In consideration of One dollar and other valuable consideration paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, ^{said} two certain parcels of land situated in that part of Boston formerly Brighton and bounded and described as follows, viz: The first parcel is situated between Commonwealth avenue and Chestnut Hill Reservoir and is bounded southeast by land taken by the vote hereinafter mentioned from Frances E. Munroe 12 and 78/100 feet; northwest by land of said City 65 and 47/100 feet; and north east by otherland of mine by a curved line drawn with a radius of 2400 feet 64 and 65/100 feet: containing 422 square feet.

The second parcel is situated between Commonwealth avenue and Chestnut Hill Reservoir and is bounded southeast by land described in said vote as taken from Thomas F. Galvin 126 and 58/100 feet; southwest by land of said City 64 and 88/100 feet; northwest by land described in said vote as taken from Sarah L. West 133 and 16/100 feet; and northeast by other land of mine by a curved line drawn with a radius of 2400 feet, 65 and 1/100 feet: containing 8431 square feet.

This conveyance is made without any reservation to myself or to my heirs or assigns of any right of way over the described premises. And for said consideration I hereby release and discharge said City of Boston from all claims for damages by reason of or in any way growing out of the taking of the described lands by a vote of the Board of Park Commissioners of said City passed Nov. 13, 1899.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Mary A. Munroe, wife of said Theodore Munroe

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Theodore Munroe and Mary A. Munroe

have hereunto set our hands and seals this 5th day of January, in the year of our Lord one thousand nine hundred and

*Signed and sealed }
in presence of }*

Theodore Munroe (seal)

Mary A. Munroe (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. Boston January 5

190 0

Then personally appeared the above-named Theodore Munroe

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

D. Chase Pope

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, January 6 190 0 1 h. 26 m. P M.

Received and entered with Suffolk Deeds lib. 2657 page 340

Attest,

Register.

135

Know all men by these presents,

That I, Martin Murphy of Boston in the Commonwealth of Massachusetts

In consideration of five hundred dollars
to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby
give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public
park, a certain parcel of land situate in that part of said Boston for-
merly West Roxbury, and bounded and described as follows: Beginning on
the westerly line of said parcel at its intersection with a curved line
of 247 and 67/100 feet radius as shown on the plan hereinafter mentioned &
on land of said City formerly of William H. Homer^s and running northerly
on said last mentioned land 24 and 55/100 feet to Centre street; thence
running northeasterly on said Centre street 60 and 89/100 feet to other
land of said City formerly of Eben Murray; thence running southerly on
said last mentioned land 55 and 16/100 feet to other land of grantor;
thence running northwesterly on ^{said} other land of grantor by a curved line
of 1564 and 78/100 feet radius, 15 and 93/100 feet, and by a curved line
of 247 and 67/100 feet radius, 41 and 35/100 feet to the point of be-
ginning: containing 2213 square feet, more or less, being a portion
of the premises conveyed to me by deed of William Condry dated June 4,
1885 and recorded with Suffolk deeds, lib. 1682 page 568, also all my
right, title and interest in and to the fee and soil of so much of said
Centre street as lies within the lines of said park as shown on said
plan.

The described premises were taken and laid out as a part of a
public park by an act of the Board of Park Commissioners of said City of
Boston passed April 29, 1892, and the above named consideration has been
received in full satisfaction and discharge of all claims, and demands
against said City for damages, costs, expenses and compensation for, on
account of, or in any way growing out of said taking, and the laying out
and construction of said park.

And for the above-named consideration I do also hereby give and grant unto
the said City of Boston the right to slope or bank the filling, where required for grading said
park, to the grade to be established therefor by the Park Commissioners of said City, upon ~~my~~

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan -----

made by Alexis H. French, Civil Engineer

dated April 29, 1892, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, my heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking I was----- lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Martin Murphy, having no wife,

have hereunto set my hand and seal this seventeenth day of February, in the year of our Lord one thousand eight hundred and ninety-three.

Signed and sealed }
in presence of }

Martin Murphy, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, Feb. 17, 1893 .

Then personally appeared the above named Martin Murphy, and acknowledged the foregoing instrument to be his free act and deed,

Before me,
John F. McDonald,

Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, February 20, 1893 . 12 h. 55m. PM.

Received and entered with Suffolk Deeds, lib 2113 page 145

Attest, Thomas F. Temple, Register.

189

CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

139

Know all men by these presents,

That I, Eugene A. Mutel of Boston in the Commonwealth of Massachusetts

In consideration of seventeen and 70/100 dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly West Roxbury and bounded and described as follows: begining at the northwesterly corner of said parcel at a point distant about 151 and 5/10 feet northerly from Jamaica street and at land of said City, formerly of J. Donald Cameron; and thence running southeasterly by said land formerly of said Cameron 28 and 90/100 feet to other land of grantor; thence running westerly on said land of grantor 25 and 30/100 feet to land of said City, formerly of Ellen Daily; thence running northerly on said last mentioned land 14 feet to the point of beginning: containing 177 s. ft, more or less., and being the extreme rear portion of the premises conveyed to me by deed of John Cantwell dated January 16, 1891 and recorded with Suffolk Deeds. Lib 1977 page 495.

The described premises were taken for park purposes by an act of the Board of Park Commissioners of said City of Boston passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of or in anyway growing out of said taking, or out of the deepening of the channel of the brook running from the Arnold Arboretum to Woodman street or the diversion of the brook running through my said land.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And , the said
, for sel and heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by _____ and that _____ will, and _____ heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under _____ but against none other.

AND for the consideration aforesaid, I, Hilda G. Mutel wife of the said Eugene

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Eugene A Mutel and Hilda G. Mutal

_____ have hereunto set _____ hand and seal this 21st _____ day of November _____, in the year of our Lord one thousand eight hundred and 1900.

*Signed and sealed }
in presence of }*

	Eugene A. Mutel	(seal)
Roscoe P. Owen	Hilda G. Mutal	(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. November 21 189 0

Then personally appeared the above-named Eugene A. Mutal and acknowledged the foregoing instrument to be his free act and deed, Before me, Roscoe P. Owen

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, Nov 21 189 00 3 h. 55 m. P M.

Received and entered with Suffolk Deeds lib. 2720 page 124

Attest,

Thos F. Temple *Register.*
Partial release of mortgage from Henry H. Hardwick, dated Nov 14, 1900, also from C. Theodore Hardwick, administrator of estate of Charles H. Hardwick, dated Nov 14. 1900.

141

Know all men by these presents,

That we, Henry F. Naphen and James A. Page, both of Boston in the Commonwealth of Massachusetts, Trustees of the Arboretum Land Company under an agreement dated September 12, 1895, and recorded with Suffolk Deeds, lib. 2371, page 97, as we are the owners of a certain parcel of land situate in that part of said Boston formerly West Roxbury, on the westerly ~~in consideration of~~ ~~to~~ ~~jointly by the City of Boston, the receipt whereof is hereby acknowledged, do hereby~~ ~~give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public~~ ~~park.~~

side of South street and adjoining the public park known as the Arnold Arboretum, being so much of the parcel of land particularly described in a deed from Augustus F. Arnold to us, dated September 12, 1895, and recorded with Suffolk Deeds, lib. 2304, page 581 as is not included in the deed given by us to James J. Morgan, dated June 27, 1896, and recorded with Suffolk Deeds, lib. 2371, page 103; and we Samuel Bradstreet and Augustus B. Bradstreet, holders of a certain mortgage of said premises given to us by the said Arnold of even date with said deed of said Arnold and recorded with Suffolk Deeds, lib. 2304, page 578, in consideration of one dollar to each of us paid by the City of Boston, the receipt whereof is hereby acknowledged, and the further consideration that said City shall construct along the boundary ^{line} of said park and adjoining said parcel of land, a roadway and walk to which said Naphen and Page, trustees as aforesaid, and their successors and assigns (owners or occupants of said adjoining parcel of land) shall have free access with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City or by any other board or department having for the time being the control and management of said park, do hereby, the said Naphen and Page, Trustees, for themselves and their successors, and the said Samuel and Augustus B. Bradstreet, for themselves and those claiming under them as mortgagees as aforesaid, covenant and agree with the said City of Boston, that we and our heirs, successors and assigns will hold said parcel of land abutting upon said park and to a distance of one hundred feet therefrom subject to the following restrictions which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land.

And in case of the foreclosure of said mortgage, said Samuel and Augustus B. Bradstreet, and their heirs and assigns and all persons claiming under said mortgage and their respective heirs and assigns

And for the above-named consideration ~~do~~ ~~also hereby give and grant unto~~ ~~the said City of Boston the right to slope or bank the filling, where required for grading, said~~ ~~park, to the grade to be established therefor by the Park Commissioners of said City, upon~~

remaining land abutting upon said park, and do also, for ~~sel~~ and ~~heirs,~~
~~executors, administrators, and assigns, covenant and agree with the said City of Boston that~~
~~will not and they shall not make or have any claim or demand against said city for damages~~
~~in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to~~
~~support such filling, or to support the bank on the line of said park, where cutting down is~~
~~required for such grading, and further that~~ will not, and they shall not remove or permit
~~to be removed by any person other than the officers or agents of said city any portion of the~~
~~filling placed or sloped upon~~ said remaining land abutting upon said park in grading the
~~same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon~~
~~the line of~~ said remaining land abutting upon said park. The described premises are
 shown on a plan

made by

dated _____, and filed in the office of said Park Commissioners, to
 which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed
 upon estates belonging to _____ on account of the laying out and construction of said park,
 said betterments shall be assumed by said City of Boston.

AND for the above-named consideration, and the further consideration that said
 City of Boston shall construct along the boundary line of said park, within said parcel
 of land, a roadway and walk to which _____ and _____ heirs and assigns, (owners or occu-
 pants of adjoining lands of grantor,) shall have free access, with the right to use the same for
 the purposes of a way, subject to such reasonable rules and regulations as may from time to time
 be made by the Park Commissioners of said city, or by any other board or department
 having for the time being the control and management of said park, _____ hereby, for
 sel _____ and _____ heirs, executors, and administrators, covenant with said City of Boston,
 that _____ and _____ heirs and assigns will hold _____ remaining land abutting upon said
 park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
 which shall be inserted or referred to in any conveyance hereafter made by _____ of the whole
 or any part of said restricted land: _____

1. No building erected or placed upon said premises shall be used for a livery or public
 stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in
 height above the basement or cellar, nor exceed ^{excepting churches or chapels} sixty feet in height from the mean grade of the
 edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or
 chapels), and no roof shall be used for laundry or clothes-drying purposes. #

2. No wooden house arranged for more than one family, nor wooden block consisting of
 more than two houses, nor wooden house or block standing at a distance less than five feet from
 the side line of the lot upon which the same is placed, and no wooden house costing less than
 five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
 apartment house costing less than four thousand dollars per suite of apartments, exclusive in
 each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from
 the exterior line of said park; provided that steps, windows, porticos, and other usual projections
 appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-
 five feet, subject to the following limitations, viz.: first, that no projections of any kind (other
 than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than 10 feet} cornices at the roof of the build-
 ing) shall extend more than five feet from the rear line of the aforesaid space; second, that no
 projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
 foundation wall sustaining the same (such foundation wall being a projection of the front wall),
 will be allowed (excepting oriel windows above the first story on a street corner), unless any
 horizontal sections of such projections would fall within the external lines of trapezoids, the
 sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
 whole front of the building, and the base of any one of which trapezoids does not exceed
 eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each
 house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk
 shall be maintained by said City of Boston, and the ^{said Napen & Page trs. as aforesaid} grantor their suc. heirs and assigns,
 and in case of foreclosure of said mortgage said Bradstreets & their hrs &
 owners or occupants of ^{said} adjoining lands, shall have free access thereto and liberty to
 assigns
 use the same for the purposes of a way, subject to the rules and regulations aforesaid.
 #to the highest point of the roof from the mean grade of the adjoining
 sidewalk, or above the grade of the ground at the principal front of the
 building, in case the grade of said ground is above the grade of said
 parkway.

of said parkway

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston
in fee simple forever. And ———, the said ———

for ——— sel ——— and ——— heirs, executors and administrators, do ——— covenant with the
said City of Boston, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that ——— have
good right to sell and convey the same to the said City of Boston forever as aforesaid; and that
——— will, and ——— heirs, executors and administrators shall warrant and defend the
same to the said City of Boston forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Henry F. Naphen and James C. Page,
Trustees as aforesaid, and Samuel Bradstreet and Augustus B. Bradstreet

have hereunto set our hands and
seals this ---- fourteenth-- day of -- October -- , in the year of our Lord one
thousand eight hundred and ninety-six

Signed and sealed)
in presence of)

Henry F. Naphen, Trustee (seal)
James A. Page, " (seal)
Samuel Bradstreet (seal)
Augustus B. Bradstreet (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. October 14 1896 .

Then personally appeared the above named Henry F. Naphen Tr. & Augustus B. Bradstreet
severally and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Roscoe P. Owen.
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, October 14 1896 . 4 h. 5 m. P. M.

Received and entered with Suffolk Deeds, lib. 2393 fol. 241

Attest, Thos. F. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, Cheever Newhall, of Boston in the Commonwealth of Mass.

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded as follows: northerly by Talbot Avenue 316 and 63/100 feet; easterly by land of said City formerly of Horace W. Jordan 207 and 2/100 feet; southerly by land of said City formerly of James J. Donnelly et al. and of George B. Welles 176 feet; westerly by other land of said City formerly of Patrick F. McDonald, 464 and 50/100 feet; containing 63760 sq ft more or less, and being a portion of the premises conveyed to me by Nathan G. Green, by deed dated January 4, 1887 and recorded with Suffolk Deeds lib 1757 page 574.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed May 19, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Cheever Newhall being unmarried

have hereunto set hand and seal this 22nd day of January, in the year of our Lord one thousand eight hundred and 95

Signed and sealed }
in presence of }

Roscoe P. Owen

Cheever Newhall (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. January 22 1895

Then personally appeared the above-named Cheever Newhall and acknowledged the foregoing instrument to be his free act and deed, Before me, Roscoe P. Owen

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, Jnuary 23 1895 10 h. 23 m. A M.
Received and entered with Suffolk Deeds lib. 2252 page 63
Attest, Thos F. Temple
Register.

Know all men by these presents,

That we, George A. Nickerson, Amelia Frances Nickerson, Guardians of William G. Nickerson, Richard W. Nickerson and Ruth Nickerson, minors, all of Dedham in the Co of Norfolk, and Commonwealth of Massachusetts, acting herein by virtue and in execution of the powers to us granted by the Probate Court of said County by its decree dated May 31, 1899 and we Albert L. Nickerson of said Dedham, and C. Vanrensselaer Cogswell of the city, county and state of New York, and Agnes Eugenie Nickerson-Cogswell, wife of said C. Vanrensselaer Cogswell, in her right, said minors and said Albert L. Nickerson and C. Vanrensselaer Cogswell and Agnes Eugenie Nickerson-Cogswell in her right being the owner of a certain parcel of land in Boston in the Co. of Suffolk in said Commonwealth in consideration of

to ———— paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park.

bounded north by Boylston street, east, south and again east by Audubon Road, south again by land of the Trustees of the Boston Water Power Co., and west by land now or late of Augustine Shurtleff, in consideration of one dollar to us paid by the City of Boston and the further consideration that said City of Boston has constructed along the boundary of the Back Bay Fens, so-called, adjoining said parcel of land a roadway called Audubon Road and walk, to which we and said minors and our and their heirs and assigns shall have free access and the right to use the same for the purposes of a way subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City

And for the above-named consideration ———— do ———— also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon

remaining land abutting upon said park, and do also, for ——— set ——— and ——— heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that ——— will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon ——— said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of ——— said remaining land abutting upon said park. The described premises are shown on a plan

made by ———, dated ———, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to ——— on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which ——— and ——— heirs and assigns, (owners or occupants of adjoining lands of grantor ———) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, do hereby, for our selves and said ^{minors our and their} heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and said ^{minors our and their} heirs and assigns will hold our ^{and their said} remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us or ^{said minors} of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. ~~No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.~~

3. ~~No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park ;~~ ^{See 2nd page following} provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space ^{bounded and described above} of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, and their heirs and assigns, ~~owners or occupants of grantor adjoining lands,~~ shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid. It is understood that each owner covenants severally for his own inteests only, said guar-
dian's covenanting to bind the interest of said minors but incurring no personal liability by reason of the execution of these presents.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And , the said
for sel and heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances, that have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said George A. Nickerson and Amelia Frances Nickerson, guardians as aforesaid, Albert L. Nickerson, and C. Vanrensselaer Cogswell, and Agnes Eugenie Nickerson Cogswell, have h

have hereunto set our hands and seal s this 19th day of June , in the year of our Lord one thousand eight hundred and 99 and have h reto affixed and cancelled the stamps required by law

Signed and sealed)
in presence of)

George A. Nickerson, Guardian (seal
A. Frances Nickerson " "
Albert L. Nickerson "
C. Vanrensselaer Cogswell "
Agnes Eugenie Nickerson Cogswell "

Commonwealth of Massachusetts.

SUFFOLK, SS. July 10 18 99 .

Then personally appeared the above named Albert L. Nickerson and acknowledged the foregoing instrument to be his free act and deed,

Before me,

William P. Ellison Notary Public
Justice of the Peace.

Approved,
Roscoe P Owen

BOSTON, July 10 18 99 . 4 h. 17 m. P M.

Received and entered with Suffolk Deeds, lib. 2622 fol. 104

Attest, Thos F. Temple

Register.

Agreement of Mass Hospital Life Ins Co. mortgagee, as to restrictions, July 10, 1899
" " William P Ellison Trustee " " 10 "

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #3

No building shall be erected or placed upon that portion of said premises which is bounded and described as follows, to wit: beginning at the point at which the westerly line of Audubon Road extended northerly intersects the southerly line of Boylston street, extended east rly. and bounded northerly by said extension of said Southerly line of Boylston street 20 feet. easterly, southeasterly, and southerly by the westerly and northerly line of Audubon Road to its junction with the northerly line of Peterborough street, as shown on a plan made by William H. Whitney, Civil Engineer & Surveyor, dated June 20, 1899, recorded or to be recorded with Suffolk Deeds, the southerly portion of said line being shown on a "plan of land to be abandoned at the junction of Audubon Road and Peterborough street" made by C. E. Putnam Ass't Engineer, dated Jan. 10, 1898, recorded or to be recorded with deed of the City of Boston to Agnes Eugenie Nickerson Cogswell et al., dated June 26, 1899; westerly by other land of said Cogswell and Nickerson by a line running north from the point of junction of the northerly line of said Audubon Road and the northerly line of said Peterborough street and at right angles with said northerly line of said street 15 feet; northerly by the same land by a curve with a radius of 73 and 42/100 ft., 21 and 30/100 ft; northwesterly by the same land by a curve with radius of 222 ft., to a point 20 ft distant northwesterly from the westerly line of Audubon Road, and from said point running northeasterly bounded northwesterly and westerly by the same land by a line parallel with and 20 ft distant from said westerly side line of said Audubon Road, said line being in part a curve with a radius of 108 and 5/10 ft., to a point in the southerly line of said Boylston street distant 20 ft westerly from the point of beginning;

Know all men by these presents,

That we, George A. Nickerson of Dedham, and Josephine Cox, formerly Josephine Nickerson, of Brookline, and both in the County of Norfolk in the Commonwealth of Massachusetts, surviving trustees under the will of Joseph Nickerson, late of Brewster in the County of Barnstable, in said Commonwealth, deceased
In consideration of the sum of one dollar and other valuable considerations to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby ~~remit, release and forever quitclaim unto~~ give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a parcel of land now situate partly in said Boston and partly in said Brookline, and bounded and described as follows: Beginning on the westerly line of Kimball street at the division line between said land and land of said City formerly of Charles A. Morss, and running southerly and easterly on said Kimball street and on Craft street by two lines, 76 31/100 feet to other land of the grantors; thence running southerly by a curved line of 4000 feet radius, 122 54/100 feet, by a curved line of 1104 57/100 feet radius, 754 59/100 feet, by a curved line of 1931 43/100 feet radius, 116 76/100 feet, by a straight line tangent to said last mentioned curved line 44 29/100 ^{feet}, by a curved line of 1114 15/100 feet radius, 73 47/100 feet, by a curved line of 480 feet radius, 176 8/10 feet, by a curved line of 1079 65/100 feet radius, 68 48/100 feet, by a straight line tangent to said last mentioned curved line, 46 65/100 feet, by a curved line of 1214 34/100 feet radius, 144 23/100 feet and by a curved line of 320 feet radius, 151 86/100 feet, all on said last mentioned land to other land of said City formerly of Lewis May and Ewald Fleitmann; thence running westerly, southerly and westerly by three lines on said land formerly of Lewis May and Ewald Fleitmann, and on other land of the City of Boston by three lines, 822 3/100 feet to the former boundary line between Boston and Brookline; thence running northerly by said former boundary line, 209 feet to land of the City of Boston; thence running northeasterly and northwesterly by two lines on said land of the City of Boston, 111 feet to said former boundary line between Boston and Brookline; thence running northerly again by said former boundary line about 1976 feet to said land formerly of Charles A. Morss; thence running southerly, southeasterly and easterly on said last mentioned land by three lines, 425 feet to the point of beginning: containing 1,165,000 square feet, more or less. (see additional sheet)

The said parcels were taken for the purposes of a public park by the Board of Park Commissioners of said City of Boston, on the 30th day of April 1890, and are shown on a plan made by Alexis H. French, C.E. Dated April 30, 1890, and filed in the office of said Commissioners; and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages and costs for said taking.

And for the above-named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade ~~to be~~ established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for our selves and our ^{successors} heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, ^{except as hereinafter provided.} and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. ~~The described premises are shown on a plan~~

made by

dated _____, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that ~~it~~ ^{all} ~~any~~ betterments ~~are~~ ^{which have been or may be} assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON, including among said betterments the two betterment assessments of \$17400 & \$3490 ass'd Apl. 29/92.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcels of land, a roadway and walk to which we and our ^{successors} heirs and assigns, (owners or occupants of adjoining lands of grantor .) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for our selves and our ^{successors} heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our ^{successors} heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy to the highest point of the roof} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park : provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

~~#~~sidewalk of said parkway or above the grade of the ground at the principal front of the building, in case the grade of said ground is above the grade of said parkway.

A second parcel of land situate entirely in said Boston and bounded and described as follows: Beginning on the northerly line of said parcel at its intersection with a straight line tangent to a curved line of 787 55/100 feet radius and on land of said City formerly of George Curtis and running southwesterly by said straight line 38 15/100 feet on a curved line of 664 8/100 feet radius, 85 48/100 feet, by a curved line of 220 feet radius, 221 66/100 feet, southerly by a curved line of 669 15/100 feet radius, 88 76/100 feet, by a curved line of 1440 feet radius, 73 1/100 feet to other land of said City formerly of Henry H. Reuter; thence running westerly, northerly, and westerly on said land formerly of Henry H. Reuter by three lines, 186 13/100 feet, to other land of said City formerly of the Jamaica Pond Aqueduct Corporation; thence running northerly and westerly on said last mentioned land by two lines, about 443 54/100 feet, to other land of said City formerly of the Brookline Land Company or the Jamaica Pond Aqueduct Corporation, or both; thence running northwesterly on said last mentioned land, 293 8/10 feet to land of the City of Boston; thence running northeasterly, easterly, southeasterly, and easterly on said land of the City of Boston and on said land formerly of George Curtis by four lines, 758 1/100 feet to the point of beginning: containing 195,125 square feet, more or less. Subject to whatever rights the Jamaica Pond Aqueduct Corporation acquired in a portion of said parcel of land under its taking under authority of chap. 182 of the acts of 1868.

This conveyance is made subject to and reserving to the grantors their successors, heirs, assigns, owners or occupants of their remaining land abutting upon the second parcel above described the benefits of the agreement of said City of Boston filed December 12, 1894 in the office of the Clerk of the Superior Court for the County of Suffolk in said Commonwealth, to grade and support the bank of the grantors' remaining land of the lot abutting on the parkway of said City near Perkins street, in accordance with the plans of Messrs Olmsted, Olmsted & Eliot of said lot, dated October 31, 1893, and numbered 346 and 347, on file in the office of the Park Commissioners of said City, and build the wall and culvert substantially and properly, and cover the graded portion over the banks with 6" of good loam, and plant the bank with shrubs and vines, build a fence of painted chestnut posts with four painted iron pipe rails connecting them, each of one and one-half inch in diameter, and make the gutters and all other work substantially and properly in accordance with the above mentioned plans.

TO HAVE AND TO HOLD the ~~fore~~granted premises ~~to the said City or Boston~~
~~in fee simple forever. And~~ ~~the said~~ with all the privileges and appurte-
nances thereto belonging to the said City of Boston and its assigns, to
its own use and behoof for ever, for the purposes of a public park.
~~for~~ ~~sel~~ ~~and~~ ~~heirs, executors and administrators, do~~ ~~covenant with the~~
~~said City or Boston, that~~
~~lawfully seized in fee of the aforegranted premises, that they are free from all incumbrances,~~

~~that~~ ~~have~~
~~good right to sell and convey the same to the said City or Boston forever as aforesaid; and that~~
~~will, and~~ ~~heirs, executors and administrators shall warrant and defend the~~
~~same to the said City or Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said George A. Nickerson and Josephine
Cox, trustees as aforesaid, and also in token of our consent hereto as
the only surviving children of said Joseph Nickerson

~~have~~ hereunto set our hand s and
seals this -- twenty-first day of -- December --, in the year of our Lord one
thousand eight hundred and ninety-four.

Signed and sealed)
in presence of)
3 words having been inter-
lined and 22 words erased
before execution.

William P. Ellison.
to both signatures.

Geo. A. Nickerson (seal)
Josephine Cox (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. December 31 18 94.

Then personally appeared the above named George A. Nickerson & Josephine Cox
and acknowledged the foregoing instrument to be their free act and deed,

Before me,
William P. Ellison.
~~Justice of the Peace.~~
Notary Public.

Approved,

BOSTON, January 1, 18 95. 4 h. --10--an. P.M.

Received and entered with Suffolk Deeds, lib. 2247 fol. 314

Attest,
Thos. F. Temple. Register.

18

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, Catherine Nols, wife of William Nols, of Brookline in the Commonwealth of Massachusetts,

In consideration of one thousand two hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate partly in said Boston and partly in Brookline and bounded and described as follows: beginning on the northwesterly line of Downer street at the division line between the released premises and land formerly of Thomas McMahon and running northwesterly on said land formerly of said McMahon 75 feet to land formerly of the devisees under the will of John Sullivan; thence running northeasterly on said last mentioned land 40 feet to land formerly of Daniel Madlen; thence running southeasterly on said land formerly of said Madlen, 75 feet to said Downer street; thence running southwesterly on said Downer street 40 feet to the point of beginning: containing 3,000 square feet, more or less; also all my right, title, and interest in and to the fee and soil of said Downer street, being the same premises conveyed to me by deed of Catherine B. Hancock, dated June 4, 1870 and recorded with Suffolk Deeds lib. 1004 fol. 215.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said Catherine Nols, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made ~~or suffered~~ by me except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Catherine Nols and William Nols, the said William joining herein in token of his consent hereto, to release all his right, title and interest in the described premises.

have hereunto set our hands and seals this sixteenth day of June, in the year of our Lord one thousand nine hundred and eight hundred and ninety-one.

Signed and sealed }
in presence of }

Two words having first been stricken out.

Robert S. Graham, 50 State St. Boston.	her Catherine x Nols, (seal) mark
James J. Brooks, 50 State St. aforesaid.	his William x Nols, (seal) mark

Commonwealth of Massachusetts.

SUFFOLK, ss Boston, June 16, 1891 190

Then personally appeared the above-named Catherine Nols and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Charles Copeland Barry,

Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, June 16, 1891 190 11h. 40 m. A. M.

Received and entered with Suffolk Deeds lib. 2001 page 551

Attest,
Thomas F. Temple, Register.

Know all men by these presents,

That I, Patrick Noonan of Brookline in the Commonwealth of Massachusetts, formerly known as Patrick Noonan, Junior

In consideration of eighteen hundred dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land in ^{said} Brookline in said Commonwealth, and bounded and described as follows: Beginning on the northwesterly line of Downer street at land formerly of Bernard Lyons and running northwesterly on said land formerly of said Lyons 75 feet to land formerly occupied by the brook channel; thence running northeasterly on said last mentioned land 40 feet to land formerly of Margaret Roach; thence running southerly ^{east} on said land formerly of said Roach 75 feet to said Downer street; thence running southwesterly on said Downer street 40 feet to the point of beginning: containing 3000 square feet, more or less; and being the same premises conveyed to me by deed of Patrick and Alice Noonan, dated July 9, 1886, and recorded with Suffolk Deeds, lib. 1732. fol. 98; and for said consideration I do also hereby release to said City all my right, title and interest in and to the fee and soil of said Downer street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And I, the said Patrick Noonan, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me ~~except said taking~~
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me ----- but against none other.

~~AND for the consideration aforesaid, -----~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Patrick Noonan having no wife

have hereunto set my hand and seal this -- thirtieth ---- day of September -----, in the year of our Lord one thousand eight hundred and ninety-one.

*Signed and sealed }
 in presence of }*

Roscoe P. Owen.

Patrick Noonan (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

September 30

189 1

Then personally appeared the above-named Patrick Noonan

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roscoe P. Owen

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON,

189

h.

m.

M.

Received and entered with Suffolk Deeds lib.

page

Attest,

Register.

Know all men by these presents,

That I. Daniel Nyhan, of Brookline, in the Commonwealth of Massachu -
setts

In consideration of four thousand seven hundred and twenty-seven dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury, and bounded and described as follows: Beginning at the southeasterly corner of Kimball and Tremont streets, and running easterly on said Tremont street 51 and 40/100 feet to land of said City formerly of John Prendergast; thence running southerly on said land formerly of said Prendergast 15 and 63/100 feet to other land of grantor; thence running southerly on said other land of grantor by a curved line of forty feet radius, 39 and 97/100 feet, and by a curved line of 329 feet radius 69 and 13/100 feet to land of said City formerly of Patrick and Bridget Dooley; thence running westerly on said last mentioned land 6 and 9/100 feet to said Kimball street; thence running northerly on said Kimball street 120 and 6/10 feet to the point of beginning: containing 2727 square feet, more or less, and being a portion of the premises conveyed to me by deed of Timothy Nihan, dated May 1, 1879, and recorded with Suffolk deeds, lib. 1455, fol. 78. and for said consideration I hereby release to said City all my right, title and interest in and to the fee and soil of said Tremont and Kimball streets.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account or, or in any way growing out of said taking and the location, laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Mass., taken April 30, 1890

of the lots of 1875,
for a park under chap. 185 made by --- Alexis H. French, C. E.
dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston in fee simple forever. And I , the said Grantor

for my self and my heirs, executors and administrators, do covenant with the said City of Boston, that at the time of said taking I was ----- lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking.

that I have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that I will, and -- my ---- heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Daniel Nyhan, being unmarried

have hereunto set my hand and seal this thirtieth day of April , in the year of our Lord one thousand eight hundred and 91

Signed and sealed } his
in presence of } Daniel X Nyhan
Albert C. Burrage } marl

Commonwealth of Massachusetts.

SUFFOLK, SS. April 30 1891 .

Then personally appeared the above named Daniel Nyhan and acknowledged the foregoing instrument to be his free act and deed, Before me, Albert C. Burrage.

Justice of the Peace.

Approved. Roscoe P. Owen,
City Conveyancer.

BOSTON, April 30 1891 . 12 h. 40 m. P. M.

Received and entered with Suffolk Deeds, 1992b. 467 page Thom. F. Temple.

Attest, Register.

189

CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, Margaret A. O. Connell of Boston in the Commonwealth of Massachusetts, widow,

In consideration of six thousand three hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in said Boston and bounded and described as follows: beginning on the northeasterly side of Charter street at land of said City . formerly of DeGirolamo and running southeasterly on said Charter street 18 feet to other land of said City formerly of Lebrorich; thence running northeasterly 16 and 5/12 feet and northerly 41 and 9/12 feet on said last mentioned land to other land of said City formerly of the Boston Gas Light Company; thence running westerly by said last mentioned land 17 feet and thence running southerly 34 and 9/12 feet and southwesterly 16 and 4/12 feet by said land formerly of DeGirolamo to the point of beginning: containing 923 sq ft more or less and being lot numbered 2 on a plan made by Alexander Wadsworth Surveyor, dated April 25, 1845, and recorded with Suffolk Deeds, Lib. 545, fol. 22.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed Dec 7, 1893, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor , for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking,

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Margaret A. O'Connell

have hereunto set my hand and seal this 13th day of June, in the year of our Lord one thousand eight hundred and 94

*Signed and sealed }
in presence of }*

Roscoe P Owen

Margaret A. O'Connell (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

June 13

189 4

Then personally appeared the above-named Margaret A O'Connell and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Roscoe P Owen

Justice of the Peace.

Approved,

Roscoe P Owen

City Conveyancer.

BOSTON, June 13 189 4 3 h. m. P M.

Received and entered with Suffolk Deeds lib. 2204 page 602

Attest,

Thos F. Temple.

Register.

167

Know all men by these presents,

That we, Edward Orchard of Boston and Richard T. Hewitson of Arlington, both in the Commonwealth of Massachusetts.

In consideration of one dollar and other valuable consideration paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situated in that part of said Boston formerly West Roxbury and bounded and described as follows, viz: northerly by Robert street, 129 and 20/100 feet; north-east by South Walter street 304 and 25/100 feet; south by South Fairview Street, so-called, as it formerly existed, 107 and 80/100 feet; southwest by land formerly of John Pearce, and taken by the vote hereinafter mentioned, 345 feet; containing 32475 square feet, more or less.

Also all our right, title and interest in and to the parcel of land next south of the parcel above described, containing 4315 square feet, and described in said vote as taken from a person or persons unknown.

And for said consideration we hereby release and discharge said City of Boston from any and all claims we have by reason of or in any way growing out of the taking of said land by a vote of the Board of Park Commissioners of said City by vote passed November 20, 1899, for record of taking and plan see Suffolk Deeds lib. 2650 page 533.

This conveyance is made subject to certain sewer lien or assessment.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for our selves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid, we Elizabeth A. Orchard, wife of said Edward Orchard and Lizzie M. Hewitson wife of said Richard T. Hewitson

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Edward Orchard, Elizabeth A. Orchard, Richard T. Hewitson and Lizzie M. Hewitson

have hereunto set our hands and seals this 23rd day of February, in the year of our Lord one thousand nine hundred and

Signed and sealed }
in presence of }

Elizabeth A. Orchard (seal)
Edward Orchard (seal)
Richard T. Hewitson (seal)
Lizzie M. Hewitson (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. April 13 1900

Then personally appeared the above-named Edward Orchard
and acknowledged the foregoing instrument to be his free act and deed,
Before me,

Chas Frank Day
Justice of the Peace.

Approved,
Chas Frank Day
City Conveyancer.

BOSTON, April 13 1900 4 h. 50 m. P M.
Received and entered with Suffolk Deeds lib. 2676 page 507
Attest,
Discharge of mortgage Boston Co-operative Bank April 12, 1900 Thos F Temple Register.

Know all men by these presents,

That we, Mary T. Palmer and Alice W. Palmer both of Boston, in the Commonwealth of Massachusetts, single women, being the only heirs at law of Mary E. Palmer, late of said Boston, deceased, intestate.

In consideration of twenty thousand dollars

to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public

park, the following described parcels of land situate in that part of said Boston which was formerly Roxbury:

First: a parcel of land bounded and described as follows; beginning on the southwesterly line of Longwood avenue at the corner of a private way known as Longwood street and running southeasterly on said Longwood avenue 97 and 27/100 feet to a passage way formerly belonging to said Mary E. Palmer and Grace Stevenson; thence running southwesterly on said passage way 80 and 1/10 feet to land formerly of Grace Stevenson; thence running northwesterly 56 and 5/10 feet northeasterly 5 feet northwesterly again 75 and 54/100 feet all on said last mentioned land to said Longwood street; thence running northeasterly on said Longwood street 84 and 8/100 feet to the point of beginning: containing 8955 square feet, more or less.

Second: All our right, title and interest in and to the fee and soil of said passage way, being a parcel of land bounded and described as follows; beginning on the southwesterly line of Longwood avenue at the above described parcel and running southeasterly on said Longwood avenue 10 feet to land formerly of Caroline H. Clarke; thence running southwesterly on said last mentioned land 80 feet to land formerly of Grace Stevenson; thence running northwesterly on said land formerly of said Stevenson 10 feet to the parcel first above described; thence running northeasterly on said last mentioned land 80 and 1/10 feet to the point of beginning: containing 800 and 5/10 square feet, more or less.

Third: a parcel of land bounded and described as follows; beginning on the northeasterly line of said parcel at its intersection with a curved line 674 and 69/100 feet radius as shown on the plan hereinafter referred to and on land formerly of Annie I. Coe and running southwesterly by said curved line 61 and 22/100 feet and southeasterly by a curved line of 20 feet radius 19 and 44/100 feet on other land of grantors to a private way known as Park street; thence running northwesterly on said Park street 153 and 45/100 feet to the former boundary line between ^{said} Boston and Brookline; thence running northeasterly by said former boundary line 24 feet to said Longwood street; thence running northeasterly on said Longwood street 115 and 88/100 feet to land of said City of Boston; thence running southeasterly on said last mentioned land 102 and 95/100 feet to said land formerly of Annie I. Coe; thence running southwesterly 98 and 5/10 feet and southeasterly 26 and 51/100 feet to said last mentioned land to the point of beginning: containing 16,436 and 5/10 square feet, more or less.

Fourth: All our right, title and interest in and to the fee and soil of so much of said Longwood avenue, Longwood street, and Park street as borders upon the above described premises and as is included within the lines of said park as is shown on said plan.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all our claims and demands, of all claims and demands of said Mary T. Palmer as administratrix of the estate of said Mary E. Palmer, against said city for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the ~~location~~, laying out, and construction of said park.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to construct a retaining wall upon our said land of not less than three feet in height to support in whole or in part the bank on the line of said park where cutting down is required for grading said park as aforesaid, and to grade to a proper slope that part of the bank not so supported, and do also for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages on account of such cutting down except in case of the omission by said city to build a retaining wall as aforesaid. The described premises are shown on a plan in the City of Boston, Mass., taken April 30, 1890, for a park of 1875, under chap. 185 of the Acts made by Alexis H. French, Civil Engineer, dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel and of our remaining parcels a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantors), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land: provided that such restrictions shall not apply to so much of our said land, on the southerly side of said Park street as lies within a distance of 95 ft. from Bellevue St.

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed seventy feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes, unless entirely screened from view from said park.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the

whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, **their** heirs and assigns, owners or occupants of grantors' adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And **we**, the said **grantors** for **ourselves** and **our** heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that ~~lawfully seized in fee of~~ the aforegranted premises; ~~that they~~ are free from all incumbrances, ~~made or suffered by us except said taking~~ that **we** have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that **we** will, and **our** heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons claiming by through or under us but against none other.

IN WITNESS WHEREOF, **we** the said **Mary T. Palmer and Alice W. Palmer**

seal s this **first-----** day of June, in the year of our Lord one thousand eight hundred and **ninety-three**.

Signed and sealed }
in presence of }
11 printed words having
been stricken out and seventy-seven
words interlined before signing.
Bradley W. Palmer.

Mary T. Palmer, (seal)
Alice W. Palmer, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, June 1, 1893 .

Then personally appeared the above named **grantors** **their** and acknowledged the foregoing instrument to be free act and deed,

Before me,
Morefield Story,
Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, June 7,-----1893 . 2 h. 32m. P.M.

Received and entered with Suffolk Deeds, lib. 2135 page 154
Attest, Chas. W. Kimball. Asst. Register.

189

CITY OF BOSTON.

TO THE

NO. 2.

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That we, the undersigned, owners respectively of land upon and including a public way situated in that part of Boston in the Commonwealth of Massachusetts, formerly Roxbury, said way being known as Seaver street, between Blue Hill avenue and Walnut avenue, in consideration of our desire that said way shall be relocated, and of one dollar and other good and valuable considerations to each of us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby grant to the said City of Boston the right to relocate the said way in, upon and over a certain parcel of land lying in said Boston bounded and described as follows: East by Blue Hill avenue, there measuring 87 and 20/100 feet; southwest by the southwesterly line of relocation of said Seaver street, as shown by a red line on a plan hereinafter referred to, being a curve of 75 feet radius, 19 and 70/100 feet, again southwest by the same, being a curve of 600 feet radius, 95 feet, again southwest by the same being a curve of 936 and 76/100 feet radius, 130 and 41/100 feet, again southwest by the same being a curve of 8060 feet radius, 470 and 41/100 feet, again southwest by the same being a curve of 2539 and 50/100 feet radius, 410 and 30/100 feet, again southwest by the same being a curve of 1400 and 95/100 feet radius, 349 and 42/100 feet, again southwest by the same, 1235 and 97/100 feet, again southwest by the same being a curve of 1560 feet radius, 249 and 60/100 feet, again southwest by the same being a curve of 618 and 91/100 feet radius, 196 and 95/100 feet; west by the westerly line of relocation of said Seaver street as shown by a red line on said plan, being a curve of 1560 feet radius, 249 and 60/100 feet, again west by the same being a curve of 1440 feet radius, 144 feet; again southwest by the southwesterly line of relocation of said Seaver street as shown by a red line on said plan, being a curve of 567 and 82/100 feet radius, 179 and 38/100 feet, again southwest by the same being a curve of 300 feet radius, 168 and 60/100 feet, again southwest by the same being a curve of 1040 feet radius, 54 and 45/100 feet, again southwest by the same being a curve of 1160 feet radius, 60 and 74/100 feet, again southwest by the same being a curve of 360 feet radius, 96 and 90/100 feet; south by the southerly line of relocation of said Seaver street as shown by a red line on said plan, being a curve of 51 and 9/100 feet radius, 77 and 81/100 feet; northwest by Walnut avenue, 126 and 53/100 feet; east by the easterly line of relocation of said Seaver street as shown by a red line on said plan being a curve of 15 and 77/100 feet radius, 23 and 23/100 feet; northeast by the northeasterly line of relocation of said Seaver street, as shown by a red line on said plan, being a curve of 300 feet radius, 114 and 58/100 feet, again northeast by the same being a curve of 1100 feet radius, 57 and 60/100 feet, again northeast by the same being a curve of 1100 feet radius, 57 and 60/100 feet, again northeast by the same being a curve of 360 feet radius, 202 and 32/100 feet, again northeast by the same being a curve of 627 and 82/100 feet radius, 144 and 71/100 feet; north by the northerly line of relocation of said Seaver street being a curve of 13 feet radius, 19 and

3/100 feet; again northwest by the northwesterly line of relocation of said Seaver street, as shown by a red line on said plan, 3 and 62/100 feet; again north east by the northeasterly line of relocation of said Seaver street, 61 and 34/100 feet; again south by the southerly line of relocation of said Seaver street, as shown by a red line on said plan, being a curve of 75 feet radius, 9 and 32/100 feet; southeast by the southeasterly line of relocation of said Seaver street, as shown by a red line on said plan being a curve of 13 feet radius, 20 and 44/100 feet; east by the easterly line of relocation of said Seaver street, as shown by a red line on said plan, being a curve of 1500 feet radius, 112 and 80/100 feet, again east by the same being a curve of 1500 feet radius, 240 feet, again northeast by the northeasterly line of relocation of said Seaver street, as shown by a red line on said plan, being a curve of 558 and 91/100 feet radius, 177 and 86/100 feet, again northeast by the same being a curve of 1500 feet radius, 240 feet, again northeast by the same, 7 and 63/100 feet; again northeast by the northeasterly line of relocation of said Seaver street, as shown by a red line on said plan, being a curve of 25 feet radius, 45 and 66/100 feet; again northeast by a line across Humboldt avenue, 64 and 95/100 feet; again east by the easterly line of relocation of said Seaver street, as shown by a red line on said plan, being a curve of 30 feet radius, 39 and 45/100 feet; again northeast by the northeasterly line of relocation of said Seaver street, as shown by a red line on said plan, 1110 and 80/100 feet, again northeast by the same, being a curve of 1340 and 95/100 feet radius, 334 and 46/100 feet, again northeast by the same being a curve of 2599 and 50/100 feet radius, 420 feet, again northeast by the same, being a curve of 8000 feet radius, 466 and 91/100 feet, again northeast by the same, being a curve of 876 and 76/100 feet radius, 122 and 5/100 feet, and again northeast by the same, 65 and 91/100 feet;

And for said consideration we covenant and agree for ourselves, our heirs, executors, and administrators to make no claim or demand whatever upon said City of Boston for damages, costs, expenses and compensation for, on account of, or in any way growing out of the taking of said described parcel of land by an order of the Board of Park Commissioners of said City, passed March 27, 1893. But this release and agreement is given and shall take effect only upon the condition that said street shall be relocated by the Board of Street Commissioners of said City within three months from the date hereof substantially in accordance with the plan hereinafter mentioned, and in case of such relocation we do also grant to said City for said consideration the right to place or slope and maintain all filling required for grading said street to the grade established as hereinafter stated, upon the several premises owned by us adjoining the above described parcel of land. The said parcel of land is to be used for the purposes of a public street, and the grade of said street is to be established substantially as shown by red lines on a plan and profile signed by Pierre Humbert, Jr. City Surveyor, and dated March 24, 1894, deposited in the office of the Street Surveyor of the City of Boston.

And we covenant and agree for ourselves, our heirs, executors, administrators and assigns to make no claim or demand whatever upon said City of Boston for any damages, costs, expenses or compensation for, or on account of or in any way growing out of the relocating and establishing the grade of said public street substantially as aforesaid, or for, or on account of the placing and maintaining of filling required for grading said street to a grade so established upon the premises adjoining said described parcel of land, or for, or on account of any omission to build or maintain a wall or other support to retain the bank on either side of the described parcel of land where cutting down is required for said grading; and further covenant and agree not to remove or authorize to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon our said respective premises as aforesaid, unless and until a wall or other support sufficient to retain the said filling shall be built by us upon our said respective premises.

The further condition on which this release and conveyance is made and accepted is that betterments on account of relocating and establishing the grade and of constructing said street, as aforesaid, assessed upon any estate owned by the undersigned shall be assumed by the City of Boston, and the undersigned saved harmless therefrom.

TO HAVE AND TO HOLD the above described rights to the said City of Boston, its successors and assigns, to its and their own use and behoof forever.

IN WITNESS whereof we have hereunto set our hands and one seal which seal each of us adopts as his own this first day of June, 1894.

18 printed words having been stricken out and 11 words interlined on the first page, and 6 printed words stricken out on the second page before signing.

Augustus Parker, (seal)
Mary E Parker,
Ellen F. Kenney,
Ellen S. Eldredge, by Edward H. Eldredge
Attorney.
Ida M. Brooks,
Betsy W. Everett,
Elizabeth A. Williams,
Emma Frances Williams,

COMMONWEALTH OF MASSACHUSETTS

Suffolk S.S. June 1, 1894

Then personally appeared the above named Augustus Parker and acknowledged the foregoing instrument to be his free act and deed,

Before me, Albert F. Hayden,
Justice of the Peace.

Boston, January 24, 1895. 4h. 17m. P.M.
Received and entered with Suffolk Deeds, lib. 2252, fol. 433.
Attest: Thos. F. Temple. Register.

Know all men by these presents,

That we, Georgiana E Pattee, widow, Charlotte Brown and Sarah A. Brown, single women all of Boston in the Commonwealth of Massachusetts.

In consideration of three thousand dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston called South Boston, together with the buildings thereon including the whole of the building situate partly on the described premises and partly on remaining land of grantors, said parcel of land hereby conveyed is bounded as follows: easterly by K street about 30 feet; southerly by land of said City formerly of Winchester et.al 150 feet, more or less; westerly by the same and other land of said City formerly of Edward C. Gifford, 50 feet, more or less; northerly by other land of said City formerly of Bernard Capen about 85 feet; northeasterly by other land of grantors and by the parcel next hereinafter described there measuring about 70 feet by a curved line of 2695 and 95/100 feet radius shown on the plan hereinafter referred to.

Also a parcel of land adjoining the above described parcel, and bounded easterly by said K street; southwesterly by the above mentioned curved line and northwesterly by a curved line of 20 feet radius drawn tangent to the westerly line of said K street and to said first mentioned curved line; also all our right, title, and interest in and to the fee and soil of so much of said K street as adjoins the above described parcels and is included within the line of said park as shown on said plan.

And for the above-named consideration do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon

remaining land abutting upon said park, and do also, for sel and heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of said remaining land abutting upon said park. The described premises are shown on a plan

signed made by William Jackson City Engineer , dated April 30, 1890 , and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which and heirs and assigns, (owners or occupants of adjoining lands of grantor ,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, hereby, for sel and heirs, executors, and administrators, covenant with said CITY OF BOSTON, that and heirs and assigns will hold remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than ~~five thousand dollars~~, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. See 2nd page fol.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park ; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor , heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

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TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. And we, the said grantors

for ourselves and our heirs, executors and administrators, do covenant with the
said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,
except the taking thereof by the Board of Park Com'rs of said City on the 30th day of
April 1890

that we have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that
we will, and our heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Georgiana B. Pattee, Charlotte Brown
and Sarah A. Brown

have hereunto set our hands and
seals this 16th day of October, in the year of our Lord one
thousand eight hundred and 94

Signed and sealed)
in presence of)

11 pointed and 8 written words
having been stricken out and 16
words interlined before signing

Charles H. Pattee

Georgiana B. Pattee (seal)

Charlotte Brown "

Sarah A. Brown "

Commonwealth of Massachusetts.

SUFFOLK, SS.

Oct 16

18 94.

Then personally appeared the above named Georgiana B. Pattee, Charlotte Brown, Sarah A. Brown
and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Charles H. Pattee
Justice of the Peace.

Approved,

Roscoe P. Owen

BOSTON, Oct 19 18 94 . 4 h. 15 m. P M.

Received and entered with Suffolk Deeds, lib. 2231 fol. 577

Attest,

Thos. F. Temple.

Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions ¹²2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick nor stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Release of all demands Georgiana B. Pattee, Charlotte Brown, Sarah A. Brown, Charles H. Pattee

Know all men by these presents,

That I, I Bartlett Patten of Boston in the Commonwealth of Massachusetts

In consideration of one thousand five hundred forty and 86/100 dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate near Autumn street in that part of said Boston which was formerly Roxbury and bounded as follows:—beginning on the northeasterly line of said parcel at its intersection with a curved line of 1813 and 50/100 feet radius and on land of said City formerly of Caroline H. Clarke, and running thence southwestwardly by said curved line 79 and 57/100 feet, and by a curved line of 674 and 69/100 feet radius, 10 and 84/100 feet on other land of grantor to land of said City formerly of Annie I. Coe; thence running northwestwardly on said land formerly of said Coe 11 and 7/10 feet to other land of said City; thence running northeastwardly on said last mentioned land 88 feet to land of said City formerly of Grace Stevenson; thence running southeastwardly on said last mentioned land and on said land formerly of Caroline H. Clarke, 16 and 90/100 feet to the point of beginning: containing 1136 square feet, more or less.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners, passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the location and laying out of said park.

And for the above-named consideration --- I ---- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. And for the above-named consideration --- I --- do also hereby give and grant unto the said CITY OF BOSTON the right to construct a retaining wall upon my said land of not less than three feet in height to support in whole or in part the bank on the line of said park where cutting down is required for grading said park as aforesaid, and to grade to a proper slope that part of the bank not so supported, and do also for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that I will not and they shall not make or have any claim or demand against said city for damages on account of such cutting down except in case of the omission by said city to build a retaining wall as aforesaid. The described premises are shown on a plan of land in the City of Boston, Mass., taken April 30, 1890, for a park under chap. 185 of the acts made by of 1875, made by Alexis H. French C.E. dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration, that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes. unless entirely screened from view from said park.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the

whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking I was lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said I, Bartlett Patten and Lucy P. Patten my wife, who joins herein for the consideration aforesaid in token of her release of all rights and title of or to both dower and homestead in the granted premises.

have hereunto set our hands and seals this third ----- day of January -----, in the year of our Lord one thousand eight hundred and ninety-one.

Signed and sealed }
in presence of }
Three words having been inter- I. Bartlett Patten (seal)
lined on the 1st page; the word Lucy P. Patten (seal)
seventy substituted for
sixty in clause I of restrictions
and 8 words added at the end of said
clause. Francis B. Patten.

Commonwealth of Massachusetts.

SUFFOLK, SS. January 3 1891 .

Then personally appeared the above named I. Bartlett Patten
and acknowledged the foregoing instrument to be his free act and deed,

Before me, Francis B. Patten,
Justice of the Peace.

Approved. Roscoe P. Owen.

BOSTON, January 5 1891 . 2 h. 3 m. P.M.

Received and entered with Suffolk Deeds, lib. 1975 page 547

Attest, Chas. W. Kimball,
Ass't Register.

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CITY OF BOSTON.

TO THE

NO. 2.

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Partial release of mortgage - Joshua Hale & al Ex'r.will of Josiah
L. Hale. Suffolk Deeds. lib.1975. page 551.

Know all men by these presents,

That I, Mary J. Pearce, both in my own right and as I am executrix of the will of John Pearce formerly of Boston in the Commonwealth of Massachusetts, deceased, and as such executrix acting under and by virtue of the power given me in and by said will and of every other power me hereto enabling.

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situated in that part of said Boston formerly West Roxbury and bounded and described as follows: beginning at the southwest line of Robert street, at a point 129 and 20/100 feet northwest from the intersection of said line of Robert street with the southwest line of South Walter street at land formerly belonging to Edward Orchard and Richard T. Hewitson, and running southeast on said land formerly of Orchard and Hewitson, 345 feet to the northerly line of South Fairview street extended; thence running 40 feet to the southerly line of South Fairview street extended; thence running easterly on South Fairview street extended, 103 feet to land supposed to belong to Stephen Stark; thence running southerly on said land of Stark, 100 feet to the location of the West Roxbury Branch of the Old Colony System of the N.Y.N.H. & H. Railroad; thence running westerly on said railroad location by a curved line, 152 and 40/100 feet, and by a straight line 245 and 13/100 feet to other land owned by said John Pearce, at the time of his decease; thence running northerly on said last mentioned land 501 and 92/100 feet to said Robert street; thence running southeast on said Robert street, 161 and 30/100 feet to the point of beginning: containing 125412 square feet, more or less.

Also all my right, title and interest in and to the portion of South Fairview street extended, adjoining the described premises and containing 4315 square feet.

And for said consideration I hereby release and discharge said City of Boston from any and all claims by reason of the taking of the described premises by a vote of the Board of Park Commissioners of said City passed November 20, 1899. This conveyance is made subject to certain sewer lien or assessment.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all
incumbrances made or suffered by me
and that I will, and my heirs, executors and administrators
shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under me
but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower
and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Mary J Pearce

have hereunto set my hand and
seal this 16th day of May, in the year of our
Lord one thousand nine hundred and

Signed and sealed }
in presence of }

Clifford Devens Mary J. Pearce (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. May 16 1900

Then personally appeared the above-named Mary J Pearce
and acknowledged the foregoing instrument to be her free act and deed,
Before me,

John W. Sands

Justice of the Peace.

Approved,
Chas Frank Day
City Conveyancer.

BOSTON, May 17 1900 4 h. 7 m. P M.

Received and entered with Suffolk Deeds lib. 2684 page 252

Attest,

Release Mary J Pearce, Trustee, &c. in consideration of \$16571.36. (of all demands) Thos F. Temple Register.

Know all men by these presents,

That we, Francis D. Perkins and Edward C. Perkins as we are trustees under the last will of Charles C. Perkins, late of Boston, in the Commonwealth of Massachusetts, deceased.

In consideration of five thousand eight hundred and eighteen and 30/100 dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston, formerly West Roxbury, and bounded and described as follows: beginning on the northerly line of Perkins street at land of said City formerly of S. Lothrop Thorndike and others, trustees, and running northwesterly on said last mentioned land 37 and 84/100 feet to other land of grantors; thence running northeasterly and northerly on said other land of grantors by a curved line of 220 feet radius 12 and 90/100 feet, by a straight line tangent to said curved line 52 and 33/100 feet, by a curved line of 220 feet radius 276 and 84/100 feet, by a curved line of 160 and 26/100 feet radius 107 and 39/100 feet to Chestnut street, and thence running southerly on said Chestnut street 343 and 95/100 feet to said Perkins street; thence running westerly on said Perkins street 254 and 8/100 feet to the point of beginning; containing 29,094 square feet, more or less, and being a portion of the premises conveyed to said Charles C. Perkins by deed of Edward N. Perkins, dated May 25, 1844 and recorded with Norfolk Deeds lib. 147 fol. 125; also all my right, title and interest in and to the fee and soil of so much of said Perkins and Chestnut streets as is included within the lines of said park as established as hereinafter set forth.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed December 24, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ourselves and our ~~heirs~~
^{successors}
 executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that
 we will not and they shall not make or have any claim or demand against said city for damages
 in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to
 support such filling, or to support the bank on the line of said park, where cutting down is
 required for such grading, and further that we will not, and they shall not remove or permit
 to be removed by any person other than the officers or agents of said city any portion of the
 filling placed or sloped upon our said remaining land abutting upon said park in grading the
 same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon
 the line of our said remaining land abutting upon said park. The described premises are
 shown on a plan

made by Alexis H. French, C. E.

dated December 24, 1892, and filed in the office of said Park Commissioners, to
 and a copy thereof filed in the Reg. of Deeds for the Co. of Suffolk.
 which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed
 upon estates belonging to us on account of the laying out and construction of said park,
 said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said
 CITY OF BOSTON shall construct along the boundary line of said park, within said parcel
 of land, a ^{foot} roadway ~~and~~ ^{or} walk to which we and our ^{successors}
~~heirs~~ and assigns, (owners or occu-
 pants of adjoining lands of grantor ^{foot}), shall have free access, with the right to use the same for
 the purposes of a way, subject to such reasonable rules and regulations as may from time to time
 be made by the Park Commissioners of said city, or by any other board or department
 having for the time being the control and management of said park, we hereby, for our
 selves and our ^{successors}
~~heirs, executors, and administrators~~, covenant with said CITY OF BOSTON,
 that we and our ^{successors}
~~heirs~~ and assigns will hold our remaining land abutting upon said
 park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
 which shall be inserted or referred to in any conveyance hereafter made by us of the whole
 or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public
 stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in
 height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the
 edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or
 chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of
 more than two houses, nor wooden house or block standing at a distance less than five feet from
 the side line of the lot upon which the same is placed, and no wooden house costing less than
 five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
 apartment house costing less than four thousand dollars per suite of apartments, exclusive in
 each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from
 the exterior line of said park; provided that steps, windows, porticos, and other usual projections
 appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-
 five feet, subject to the following limitations, viz.: first, that no projections of any kind (other
 than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than 10 feet} cornices at the roof of the build-
 ing) shall extend more than five feet from the rear line of the aforesaid space; second, that no
 projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
 foundation wall sustaining the same (such foundation wall being a projection of the front wall),
 will be allowed (excepting oriel windows above the first story on a street corner), unless any
 horizontal sections of such projections would fall within the external lines of trapezoids, the
 sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
 whole front of the building, and the base of any one of which trapezoids does not exceed
 eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each
 house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such ^{foot} roadway ^{or} walk
 shall be maintained by said CITY OF BOSTON, and the grantor, their ^{successors}
~~heirs~~ and assigns, owners or occupants of grantor ^{foot} adjoining lands, shall have free access thereto and liberty to
 use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. ~~And~~ , the said

~~for~~ ~~sel~~ ~~and~~ ~~heirs, executors and administrators, do~~ ~~covenant with the~~ ~~said CITY OF BOSTON, that~~

~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~

~~that~~ ~~have~~ ~~good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that~~ ~~will, and~~ ~~heirs, executors and administrators shall warrant and defend the~~ ~~same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said Frances D. Perkins and Edward C. Perkins, trustees as aforesaid.

have hereunto set our hand s and seal s this thirteenth day of February , in the year of our Lord one thousand eight hundred and ninety-three

Signed and sealed }
in presence of }

97 printed words having been stricken out and 26 words interlined before signing.
Mary Eleanor Beaumont.

Frances D. Perkins (seal)
as trustee,
Edward C. Perkins (seal)
as trustee.

Commonwealth of Massachusetts.

STATE OF NEW YORK.

City & County of New York, ~~Suffolk~~, ss. February 13, 1893 .

Then personally appeared the above named Edward C. Perkins and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Samuel V. Speyer, Notary Public.
Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, February 15, 1893 . 10 h. 50 m. A. M.

Received and entered with Suffolk Deeds, lib. 2112 fol. 248

Attest,
Thos. F. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, Edward N. Perkins of Boston in the Commonwealth of Massachusetts

In consideration of eighty thousand dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land with the buildings thereon situate in that part of said Boston ^{which was} formerly West Roxbury, and bounded and described as follows: beginning on the southerly side of Perkins street at land now or formerly of the Jamaica Pond Aqueduct Corporation and running southeasterly and easterly on said Perkins street seven hundred sixty two and 20/100 feet to land of said City, formerly of George S. Curtis; thence running southwesterly on said land formerly of said Curtis eight hundred fifty four and 50/100 feet to the low-water line of Jamaica Pond; thence running westerly and northerly by said low-water line to said land now or formerly of the Jamaica Pond Aqueduct Corporation; thence running northeasterly on said last mentioned land one hundred fifty three and 50/100 feet to the point of beginning: containing six hundred and fifteen thousand one hundred (615100) square feet, more or less, and being the estate known as Pine Bank and the same premises conveyed to James Perkins by Joseph Curtis by deed dated August 22, 1806, and recorded with Norfolk Deeds, Lib. 29 fol 192. And for said consideration I do hereby release and convey to said City all my right, title and interest in and to the fee and soil of so much of said Perkins street as lies adjacent to the above described parcel.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Perkins, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking

and that I will, and -- my ----- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me ----- but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Edward N. Perkins, being unmarried

have hereunto set my hand and seal this --- eighteenth --- day of ----- June -----, in the year of our Lord one thousand eight hundred and ninety-two

*Signed and sealed }
in presence of {*

S. Lothrop Thorndike

Edward N. Perkins, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

June 18,

1892

Then personally appeared the above-named Edward N. Perkins

and acknowledged the foregoing instrument to be his free act and deed,

Before me,

S. Lothrop Thorndike

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON,

June 20

1892

1h.

17m.

P.M.

Received and entered with Suffolk Deeds

lib. 2067

page 106

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That we, Frances D. Perkins and Edward C. Perkins, as we are trustees under the last will of Charles C. Perkins, late of Boston in the Commonwealth of Massachusetts, deceased, acting ^{under} ~~in~~ and by virtue of the power and authority conferred on us in and by said will and of every other power us hereto enabling

In consideration of five hundred dollars to us

paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of Boston formerly West Roxbury; and bounded as follows: north by Perkins street, three hundred and one feet; southeast by land of the Jamaica Pond Aqueduct Corporation, eighty-one feet, more or less; south by Jamaica Pond; west by the stone wall dividing the released premises from land supposed to belong to Quincy A. Shaw; being the same premises conveyed to said Charles C. Perkins by deed of the Jamaica Pond Aqueduct Corporation, dated August 14, 1865 and recorded with Norfolk Deeds, Lib. 334 fol. 175, and shown on the plan therein referred to, and subject to the reservation and condition therein set forth.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to said trustees on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said trustees
 , for our selves and our heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by, ^{us} except as aforesaid

and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said Frances D. Perkins and Edward C. Perkins, trustees as aforesaid

have hereunto set our hands and seals this --- twenty-fifth -- day of --- August ----, in the year of our Lord one thousand eight hundred and ninety-two.

*Signed and sealed }
in presence of }*

E C P Jane Crowley

As to E.C.P. as trustee &c.
Chas. Edgar Mills.

Frances D. Perkins, (seal)
as trustee &c.

Edward C. Perkins (seal)
as trustee &c.

STATE OF NEW YORK - CITY & COUNTY OF NEW YORK

S.S.

I Charles ^{Edgar} Mills, commissioner for the Commonwealth of Massachusetts, residing in said City of New York, do certify that on the 25th day

Commonwealth of Massachusetts.

of August, 1892,

SUFFOLK, ss.

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Then personally appeared the above-named Edward C. Perkins, as trustee &c., personally appeared before me at the said City and acknowledged the foregoing instrument to be his free act and deed, by him signed and sealed

Before me,

Charles Edgar Mills (seal)
Commissioner &c.

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON, October 4, 189 2 2h. 25m. P. M.

Received and entered with Suffolk Deeds lib. 2086 page 612

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That we, Andrew J. Peters of Pembroke in the County of Plymouth and Commonwealth of Massachusetts, and Mary R. Peters, wife of said Andrew J., in her right; Amory Leland of the City, County, and State of New York, and Emily Maria Leland, wife of said Amory, in her right; Dudley A. Whitney of Brooklyn in the County of Kings in the State of New York, and Susan H. Whitney of said City of New York, single woman,

In consideration of twenty-five hundred dollars paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said City of Boston, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly West Roxbury, and bounded as follows: northwesterly by Centre street one hundred forty one and 82/100 feet; northeasterly by land of said City, formerly of Freelove S. Kent one hundred ninety two and 52/100 feet; southeasterly by land of Caroline E. Skinner, one hundred and forty feet; southwesterly by the same one hundred and seventy feet: containing twenty five thousand two hundred and twenty five square feet, more or less, and being the same premises conveyed to said Mary R., Emily Maria, Dudley R. and Susan H. by deed of John D. Webster, dated September 11, 1883, and recorded with Suffolk Deeds, Lib. 1610 fol. 424.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said City of Boston, its successors and assigns, to its and their use and behoof forever. And we, the said grantors -----, for our selves and our heirs, executors and administrators,

do covenant with the said City of Boston, and its assigns, that the premises are free from all incumbrances made or suffered by us or either of us
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said City of Boston, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

~~AND for the consideration aforesaid,--~~

~~do hereby release unto the said City of Boston, its successors and assigns, all right of dower-- and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said Andrew J. Peters, Mary R. Peters, Amory Leland, Emily Maria Leland, Dudley R. Whitney and Susan H. Whitney, together with Grace Constance Whitney, wife of said Dudley R., who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises.

have hereunto set our hands and seals this ---- twelfth ----- day of December -- , in the year of our Lord one thousand eight hundred and ninety-two.

*Signed and sealed }
in presence of }*

- Andrew J. Peters (seal)
- Mary R. Peters (seal)
- Amory Leland (seal)
- Emily Maria Leland (seal)
- Dudley R. Whitney (seal)
- Susan H. Whitney (seal)
- Grace Constance Whitney (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. December 12 189 2

Then personally appeared the above-named Mary R. Peters and acknowledged the foregoing instrument to be her free act and deed,

Before me, William C. Peters

Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, December 15 189 2 11h. 10m. A.M.

Received and entered with Suffolk Deeds lib. 2101 page 465

Attest,

Thos. F. Temple Register.

Know all men by these presents,

That I, Michele Pozzo and Filomena Pozzo wife of said Michele, both of Boston in the Commonwealth of Massachusetts

In consideration of four thousand three hundred dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: Northwesternly by Bennet avenue, 19 and 56/100 feet; northeasterly by land of said City formerly of Thomas L. Jenks, Trustee, 31 and 4/100 feet; southeasterly by land of said City formerly of David Flynn and of Ellen Gallagher, 13 and 33/100 feet; southwesterly by other land of said City formerly of Angelo Carbone and Carmele Carbone, 30 and 43/100 feet: containing 501 square feet, more or less, being the same premises conveyed to us by Edward C. McGuire and others by deeds recorded with Suffolk Deeds, lib. 2089 pages 343, 344 and 345, and being shown on a plan signed by William Jackson, City Engineer, dated May 20, 1897, and filed in the office of the Park Commissioners of said City of Boston.

The described premises were taken for the purposes of a public playground by said Board of Park Commissioners on the twenty-fifth day of May, 1897, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor , for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, or either of us, except said taking.
and that we will, and ---our ---- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid, I, the said Filomena Pozzo

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Michele Pozzo and Filomena Pozzo

have hereunto set our hands and
seals this --- thirteenth ----- day of --- September ---- , in the year of our
Lord one thousand eight hundred and ninety-seven

*Signed and sealed }
in presence of }*

Roscoe P. Owen.

his
Michele X Pozzo (seal
mark

her
Filomena X Pozzo (seal)
mark

Commonwealth of Massachusetts.

SUFFOLK, ss. September 13 189 7

Then personally appeared the above-named Michele Pozzo and Filomena Pozzo
and acknowledged the foregoing instrument to be their free act and deed,
Before me,

Roscoe P. Owen.

Justice of the Peace.

Approved,

Roscoe P. Owen.
City Conveyancer.

BOSTON, September 13 189 7 4 h. 43 m. P.M.

Received and entered with Suffolk Deeds lib. 2469 page 36

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That I, Sarah M. Pratt of Newport in the State of Rhode Island, widow,

In consideration of thirteen hundred and fifty-five dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public two certain parcels of land situate in that part of said Boston formerly West Roxbury near Weld and Allandale streets and bounded and described as follows respectively: 1st parcel. Beginning at the intersection of the line between said parcel and land of said City formerly of the heirs of George W. Goldsmith, with the northwesterly line of other land of said City formerly of the heirs of Thomas B. Williams, and thence running northerly and north westerly on said land formerly of said Goldsmith heirs 253 and 67/100 feet as the wall now stands to other land of grantor; thence running easterly on said other land of grantor 384 and 67/100 feet in a straight line to a stone monument on the northwesterly line of said land formerly of the heirs of Thomas B Williams; thence running southwesterly on said land formerly of said William heirs 318 and 80/100 feet in a straight line to the point of beginning: containing 35,946 sq ft more or less.

2nd parcel: beginning at the intersection of the line between said parcel and land of said City formerly of A.D. Weld and F.C. Welch, trs., with the northwesterly line of land of said City formerly of the heirs of George W. Goldsmith, and thence running northeasterly on said land formerly of said Goldsmith heirs 440 and 14/100 feet as the wall now stands to other land of grantor; thence running westerly on other land of grantor 407 and 38/100 feet in a straight line to land of said City formerly of said Weld and Welch trustees; thence running southerly on said last mentioned land 291 and 31/100 feet as the wall now stands to the point of beginning: containing 58078 sq ft more or less.

Said released parcels are shown on a plan signed by William Jackson, City Engineer, dated Oct 22, 1894, on file in the office of the Board of Park Commissioners of said City of Boston to which plan and a copy thereof recorded with Suffolk Deeds Lib 2244 page 545 reference may be had for a more particular description.

The described premises were taken and laid out as a part of a public park by an act of said Commissioners passed October 22, 1894, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, but this conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Sarah M. Pratt

have hereunto set hand and seal this 5th day of June, in the year of our Lord one thousand eight hundred and 95

*Signed and sealed }
in presence of }*

Charles F. Sprague

Sarah M. Pratt (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. June 5 189 5

Then personally appeared the above-named Sarah M. Pratt and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Chas. F. Sprague

Justice of the Peace.

Approved,
Roscoe F. Owen
City Conveyancer.

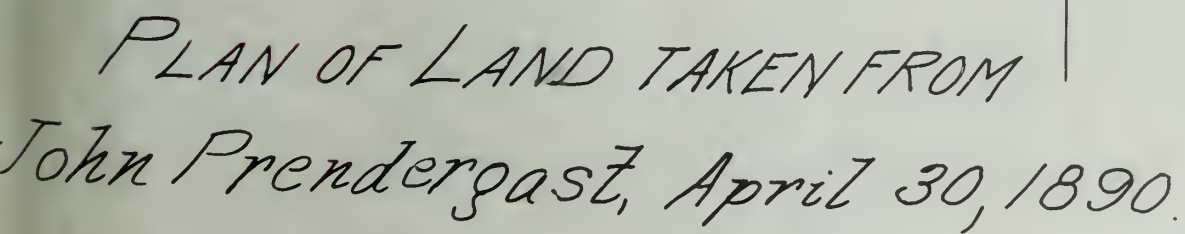
BOSTON, July 9 1895 11 h. 55 m. AM.
Received and entered with Suffolk Deeds lib. 2290 page 325

Attest,
Chas W Kimball As Register.

LIB 2086 F02.617

Received for Record
2.25 P.M.

Margaret Prendergast
to the
City of Boston.



Scale 40 feet to an inch.

Copied Nov. 7, 1921
Matthew J. Cummings

Sept. 26, 1892
Signed William Jackson
City Engineer

Scale of Feet
0 10 20 30 40 50 60 70 80 90 100

Scale of Acres
0 10 20 30 40 50 60 70 80 90 100



PLAN OF LAND TAKEN FROM
THE PROSPERITY April 30, 1880
Scale of Feet
0 10 20 30 40 50 60 70 80 90 100
Scale of Acres
0 10 20 30 40 50 60 70 80 90 100

Know all men by these presents,

That I, Margaret Prendergast of Boston, in the Commonwealth of Massachusetts, widow

In consideration of two thousand, three and 80/100 dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Roxbury and bounded and described as follows: beginning at a point in the southerly line of Tremont street distant 102 8/10 feet westerly from Heath street and running southerly on land of said City formerly of Thomas Reynolds 9 and 25/100 feet to other land of grantor; thence running westerly on said other land of grantor by a straight line 33^{and} 97/100 feet and by a curved line of 40 feet radius 16 and 73/100 feet to ^{other} land of said City formerly of Daniel Nyhan; thence running northerly on said last mentioned land 15 and 63/100 feet to said Tremont street; thence running easterly on said Tremont street 51 and 40/100 feet to the point of beginning: containing 554 square feet, more or less. & being a portion of the premises conveyed to my late husband, John Prendergast, by deed of Otis Jaques, dated September 12, 1883, and recorded with Suffolk deeds, lib. 1611, fol. 466 ^{and} devised to me in and by the last will of said John Prendergast, deceased.

And for said consideration I do also hereby release and convey to said City all my right, title, and interest in and to the fee and soil of so much of said Tremont street as lies within the boundary lines of said park.

The described premises were taken as the property of ^{the said} John Prendergast and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands ^{against said City} accruing to me either in my own right or as executrix of the will of said John Prendergast for damages, costs expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land taken from John Prendergast, April 30, 1890.

signed ~~made~~ by William Jackson, City Engineer, recorded herewith dated September 26, 1892 to be , and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me, of the whole or any part of said restricted land: ~~provided that such restrictions shall not apply to the present buildings on grantor's land when moved back in the direction of its side walls to said park~~ #

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; ~~as shown in red on said plan;~~ provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, her heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

line, nor during ten years next after the date hereof to the use for mercantile purposes of so much of said building as is now devoted to such purposes.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking said John Prender-
gast was lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Margaret Prendergast

have herenunto set my hand and seal this fourth ----- day of October, in the year of our Lord one thousand eight hundred and ninety-two

Signed and sealed }
in presence of }

Thomas J. Emery. Margaret ^{her} _{mark} x Prendergast, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, Oct. 4, 1892.

Then personally appeared the above named Margaret Prendergast and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Thos. J. Emery,
Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, October 4, -----1892. 2 h. 25 m. P.M.

Received and entered with Suffolk Deeds, lib.2082 page 617

Attest,
Thomas F. Temple, Register.

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CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That We, Mary Ann Prescott, widow, and Annie L. Prescott, single woman, both of Boston in the Commonwealth of Massachusetts, and Joseph O. Hobbs, of North Hampton in the State of New Hampshire

In consideration of thirty-five thousand dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: southeasterly by Albany street, 74 and 60/100 feet; southwesterly by land of said City formerly of Sarah A. Leatherbee and Georgianna E. Upham, 415 and 50/100 feet; northwesterly by other land of grantors 74 and 36/100 feet; northeasterly by land now or formerly of Lawrence Mayo, Trustee, 409 and 54/100 feet: containing 30675 sq ft more or less.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston, by an instrument dated August 7, 1903, and recorded with Suffolk Deeds, lib 2915 page 337; and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Mary Ann Prescott ,Annie L.Prescott, and Joseph O. Hobbs,having no wife

seals this 14th day of December , in the year of our Lord one thousand nine hundred and four

Signed and sealed }
in presence of }

Roscoe P Owen to J.O.H. Mary A.Prescott (seal)
Annie L Prescott "
Joseph O. Hobbs "

Commonwealth of Massachusetts.

Plymouth SUFFOLK, ss. December 14 190 4
Then personally appeared the above-named Mary Ann Prescott and Annie L Prescott and acknowledged the foregoing instrument to be their free act and deed,

Before me,
Edward W. Jones
Notary, Public

Justice of the Peace.

Approved,
Roscoe : Owen
City Conveyancer.

BOSTON, December 15 190 4 11h. 52 m. A M.
Received and entered with Suffolk Deeds lib. 3010 page 205
Attest,
Thos F Temple Register.

Know all men by these presents,

That We, Annie M. Pollard of Boston in the Commonwealth of Massachusetts, widow, John G. Noble and Gertrude P. Noble, his wife, in her own right, of the City, County, and State of New York.

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, one undivided half of a certain parcel of land situated in that part of said Boston, formerly Roxbury, being lot numbered 7 on a plan made by the C.H.W. Wood Company, Surveyors, dated April 17, 1899, and bounded and described as follows: northwest by land of the Boston and Providence Railroad Company, 372 and 54/100 feet; northeast by land supposed to belong to the United States Cordage Company, 84 and 44/100 feet; southeast by land of said City of Boston, being lot numbered 6 on said plan, 375 and 18/100 feet; and southwest by other land of said City, being lot numbered 8 on said plan, 42 and 60/100 feet: containing in all 22056 square feet, as shown on said plan; also all our right, title and interest in and to the lot numbered 8 on said plan; and for said consideration we hereby release and discharge said City of Boston from any and all claims we have by reason of any and all takings of said lots numbered 7 and 8.

This conveyance is made subject to any lien or assessment for the extension of Columbus avenue, and to the tax assessed May 1, 1899, all which said City assumes.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us
 and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Annie M. Pollard, John G. Noble, and Gertrude P. Noble

have hereunto set our hands and seals this 22nd day of March, in the year of our Lord one thousand nine hundred and

*Signed and sealed }
 in presence of*

S. B. Goodale,

Annie M. Pollard (seal)

John G. Noble "

Gertrude P. Noble "

Commonwealth of Massachusetts.

STATE OF NEW YORK
 New York County ~~Suffolk~~, ss. New York, March 22 1900

Then personally appeared the above-named Annie M. Pollard, John G. Noble, and Gertrude P. Noble and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Samuel B. Goodale,

Com'r for Mass, Resident in New York

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, March 27 1900 1 h. 23m. P M.

Received and entered with Suffolk Deeds lib. 2672 page 471

Attest,

Thos F Temple

Register.

Know all men by these presents,

That I, Andrew T. Quigley of Boston in the Commonwealth of Massachusetts

In consideration of eight thousand four hundred and forty dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly Roxbury, and bounded and described as follows: Beginning at a point in the easterly line of Downer street at an angle in said line and distant 106 and 2/10 feet northerly from the intersection of said line of Downer street with the northerly line of Tremont street, and from said point running northeasterly on said Downer street 53 and 8/10 feet to land of said City formerly of Andrew Griffin; thence running southeasterly on said land formerly of said Griffin, 75 feet to land of said City formerly of Catherine D. Hancock; thence running southwesterly on said last mentioned land and on other land of said City formerly of Eliza McKeon, 28 feet; thence running westerly on said last mentioned land and on other land of said City formerly of William Finneran, 79 and 3/10 feet to the point of beginning: containing 3067 square feet, more or less; and being the same premises conveyed to me by deed of Margaret Caulfield, dated August 13, 1883 and recorded with Suffolk Deeds, lib. 1608, page 561; also all my right, title and interest in and to the fee and soil of said Downer street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Quigley, for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,---

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said Andrew F. Quigley and Mary, J. Quigley, my wife, who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and
seals this --- tenth ----- day of --- April -----, in the year of our
Lord one thousand eight hundred and ninety-one.

Signed and sealed)
in presence of)

Roscoe P. Owen.	Andrew F. Quigley	(seal)
	Mary J. Quigley	(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. April 10 1891

Then personally appeared the above-named Andrew F. Quigley
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Roscoe P. Owen.

Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, April 10, 1891 11h. 10m. A. M.
Received and entered with Suffolk Deeds lib. 1988 page 223.

Attest,
Thos. F. Temple. Register.

Know all men by these presents,

That I, Ellen D. Raymond of Cambridge in the Commonwealth of Massachusetts, widow

In consideration of four thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston, in said Commonwealth, which was formerly Dorchester, and bounded as follows: Easterly by Freeport street, 48 and 7/100 feet; southwesterly by Neponset avenue, 143 and 2/100 feet; northwesterly by land supposed to belong to Mary A. O'Donoghue, 90 and 72/100 feet: containing 6263 square feet, more or less, as shown on a plan dated January 19, 1897 signed by William Jackson, City Engineer and deposited in the office of the Board of Park Commissioners of said City of Boston.

The described premises were taken for a public playground under authority of chapter 225 of the acts of the year 1893 and act of said Board of Park Commissioners, passed March 9, 1897; and the above-named consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor , for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking

and that I will, and ---- me -- - heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises:-~~

IN WITNESS WHEREOF, I the said Ellen D. Raymond

have hereunto set my hand and seal this --- eighteenth----- day of --- March ---, in the year of our Lord one thousand eight hundred and ninety-seven.

*Signed and sealed }
in presence of }*

Ellen D. Raymond (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

March 18

189 7

Then personally appeared the above-named Ellen D. Raymond and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Edwin B. Hale

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON, March 19 189 7 4 h. 24 m. P.M.

Received and entered with Suffolk Deeds lib. 2428 page 171

Attest,

Thos. F. Temple.

Register.

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Know all men by these presents,

That I, Dennis A. Reardon of Boston in the Commonwealth of Massachusetts

In consideration of three hundred dollars

paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land or flats situate in that part of said Boston called South Boston being of the uniform width of 22 feet, and bounded as follows: Northwest by the westerly line of Atlantic street extended southerly from East Ninth street, northeast by land taken by the Board of Park Commissioners of said City from William H. Hart, south by the line of extreme low water in Old Harbor, or of the limit of riparian ownership, southwest by the division line between the released premises and land or flats of Choate Burnham, as determined by Darwin E. Ware and Henry L. Whiting, commissioners appointed by the Supreme Judicial Court of said Commonwealth, December 1, 1875; said parcel including a portion of Atlantic street extended as aforesaid, and being a part of the premises conveyed to me by deed of John F. V. Hayden, dated July 21, 1867, and recorded with Suffolk Deeds, lib. 1785, page 306,

The described premises were taken and laid out as a part of a public park by an act of said Board of Park Commissioners, passed April 30, 1890, and are shown on a plan entitled "Plan of land in the City of Boston, Mass., taken April 30, 1890, for a park, under chapter 185 of the acts of 1875," made by William Jackson, City Engineer, dated April 30, 1890, a copy whereof is filed in the Registry of Deeds for the County of Suffolk; and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

And for said consideration I do further grant to said City of Boston the right to purchase at the rate of two cents per square foot so much, not exceeding one-half of my adjoining land south of East Ninth street, as may be required by said Board of Park Commissioners for the extension of said park. And I covenant and agree for myself, my heirs, executors and assigns that I will for said consideration, when requested by said Board, convey such land to said City by a deed containing all the restrictions and agreements included in said City's printed form of deed for a parkway, South Boston.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Reardon, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking

and that I will and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me ----- but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Dennis A. Reardon and Elizabeth S. Reardon, wife of said Dennis A. who joins herein for the consideration aforesaid in token of her release of all right, and title of or to both dower and homestead in the described premises.

have hereunto set our hands and seal this ---- tenth ----- day of --- January ----, in the year of our Lord one thousand eight hundred and ninety-one.

*Signed and sealed }
in presence of }*

This deed having first been Dennis A. Reardon (seal)
read to the said D.A. Reardon, Elizabeth S. Reardon (seal)
John E. V. Hayden to both.

Commonwealth of Massachusetts.

SUFFOLK, ss.

January 10 1891

Then personally appeared the above-named Dennis A. Reardon
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

John E. V. Hayden,

Justice of the Peace.

Approved,

Roscoe P. Owen,
City Conveyancer.

BOSTON, January 12 1891. 1 h. 50 m. P. M.

Received and entered with Suffolk Deeds lib. 1976 page 513

Attest,

Thos. F. Temple.

Register.

Partial release mortgage, Winslow W. Churchill. lib. 1976, fol. 517

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Know all men by these presents,

That I, Charles Reynolds of Boston in the Commonwealth of Massachusetts

In consideration of six hundred thirty-seven and 50/100 dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston, formerly Roxbury, and bounded and described as follows:- Beginning at the southwesterly corner of Tremont and Heath streets and running southerly on said Heath street 3 and 5/10 feet to other land of grantor; thence running westerly on said other land of grantor 111 and 28/100 feet to line of said City formerly of Prudergast; thence running northerly on said last said line of land 2 and 25/100 feet to Tremont street; thence running southerly on said Tremont street 102 and 8/100 feet to the point of beginning containing 77 and 5/10 square feet, more or less, and being a portion of the premises conveyed to me by deed of Otis H. Reed, dated August 30, 1884, and recorded with Suffolk Deeds lib. 1857 fol. 513, also all my right, title and interest in and to the fee and soil of so much of said Tremont and Heath streets as remains the described premises and is included within the lines of said park.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 22, 1900, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon any

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan

made by Alexis H. French, Civil Engineer, dated April 3, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet ^{from the line of said park shown in red #} therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land: ^{provided, however, that for the term of 5 yrs. not after the date hereof, said restrictions shall not apply to the use for mercantile purposes of so much of the pre-}

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; ~~provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz: first, that no projections of any kind (other than doors, steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay window, corner bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.~~

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

^{on a plan made by William Jackson, City Eng. dated Sept. 20, 1892, and recorded with Suffolk Deeds lib. 2086 page 217, subject etc.,}

without building on grantor's land as is now devoted to such purposes.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking I was lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Thomas Reynolds and Ellen D. Reynolds, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises

have hereunto set our hands and seals this twelfth day of July, in the year of our Lord one thousand eight hundred and ninety-four.

Signed and sealed }
in presence of }
The word "sixty" having been Thomas Reynolds, (seal)
stricken out and Forty-three Ellen D. Reynolds, (seal)
Words interlined before striking.
Also clause No. 3 of restrictions
and the word "therefrom" stricken
out and a reference to clause by
William Jackson interlined.

C. F. Day
to T. R.

Commonwealth of Massachusetts.

SUFFOLK, ss. JUNE 29, 1894 18

Then personally appeared the above named Thomas Reynolds and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Chas. Frank Day,
Justice of the Peace.

Approved,
Chas. Frank Day,
City Conveyancer.

BOSTON, June 29, 1894 . 4 h. 10 m. P.M.

Received and entered with Suffolk Deeds, lib2202 fol.593

Attest,
Thomas F. Temple, Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That we, Stanley W. Richardson, Martha L. Richardson, single woman, and Rachel H. Roberts, widow all of Milton in the County of Norfolk and Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to us a municipal corporation duly established by law in said Commonwealth paid by the City of Boston, the receipt whereof is hereby acknowledged, ~~do~~ hereby remise, release, and forever QUITCLAIM to the said City of Boston, and its assigns forever, in its quiet seizin and possession now being a certain parcel of marsh land, beach and flats situate in that part of Boston in the County of Suffolk and said Commonwealth formerly Dorchester and bounded northeast on Springdale street 490 and 47/100 feet by a straight line; northeast and east on said Springdale street by a convex curved line 214 and 44/100 feet; south 80 ft on land now or late of Phebe M. Bassil, and formerly of Wm Bryan, and being a part of the land conveyed to him by deed recorded with Suffolk Deeds, in Book 1606 page 26; east partly on the same land and partly on other land now or late of said Bryan also conveyed to him by said deed 70 ft; north on said last mentioned land 80 and 60/100 ft; east again on an extension of said Springdale st, or of Bath ave., formerly so-called since named Denny st., 125 and 63/100 ft; southeast on other land and flats of ours abt 611 ft by a straight line drawn from the end of said extension of Springdale st. to extreme low water mark or as far as the law allows and so drawn as to make right angles with the Harbor Com'r's line which is shown on the plan hereinafter mentioned and to a point in said Harbor Com'r's line distant 173 and 36/100 ft southeast from the angle formed by the same with that part of said Harbor Com'r's line which is parallel or nearly so with the O.C. Railroad; southwest, south, and southeast by the line of extreme low water mark or a line as far as the law allows about 240 ft; southwest again by flats now or late of the Dorchester Gas Light Co., about 460 ft; and northwest by the line of location of the O.C. Railroad 1237 and 12/100 ft; containing 809200 sq ft, according to a plan marked City of Boston Park Dept Savin Hill Playground made by C.E. Putnam, Ass't Eng'r dated August 1899, together with but subject however to the reservation hereinafter contained all our right title and interest in or to the fee or soil of said Springdale street and said extension thereof, which extension with part of said Springdale street has been laid out as a public way as an extension of Denny street by the resolve and order her inafter mentioned being a way substantially 35 ft wide and together with the right in common with other persons entitled to use said Springdale street and said extension thereof for all the purposes for which public ways now are or at any time hereafter may be commonly used in said City of Boston, but as part of the consideration hereof we hereby reserve to ourselves and our heirs and assigns the right to use said Springdale street and said extension thereof and said extension of Denny street in common with the grantee and all other persons lawfully entitled to use the same for said purposes and being a part of the land conveyed to out grandfather, William Worthington, by John Flavel Pierce by two deeds both recorded with Norfolk Deeds, one dated April 24, 1808 corrected to 1828, and recorded lib 85 fol 139; the other dated June 15, 1835 and recorded lib 103 fol 336.

Further for our title see settlements in Norfolk Probate Court of estates of said William Worthington case #2836 of John H. Worthington, case #26382, and Martha H. Barry case #34031. Trust indenture recorded with Norfolk Deeds, lib 262, fol 41. Settlements in Suffolk Probate Court of estates of William F. Worthington, case #53615, of our mother Sarah W. Richardson, case #72399, and proceedings in said last mentioned court in relation to said trust indenture case #72362 1/2, and instruments recorded with Suffolk Deeds as follows, -Report of Darwin E. Ware, Arbitrator, in respect of division of flats recorded with Suffolk Deeds, lib 1334, fol 299, and deeds recorded lib 1334 fol 304, 306, book 1721 page 401, book 1743 pages 373 & 377, book 1946 page 449, and book 2622 page 557.

The south easterly part of said Springdale street and the extension thereof has been laid out as a public way under the name of an extension of Denny street by a resolve and order of the Board of Street Commissioners of said City passed July 13 1900, and this release is made upon the stipulation and agreement that said City of Boston shall assume and pay any and all assessments for betterments or for construction on account of the laying out of said extension of Denny street which may be laid or assessed upon on in respect of our remaining land at the southerly end of said extension of Denny street and east of and adjoining the released premises. Said premises are hereby released subject to a sewer assessment heretofore assessed on or in respect thereof for a sewer in said Springdale street from which said grantee is to save us and each of us harmless and indemnified.

The above released premises were taken from us under the name of the Heirs or Devisees of William Worthington by the Board of Park Commissioners of the City of Boston and pursuant to certain acts therein set forth by an instrument dated Sept 18, 1899 and recorded with Suffolk Deeds in Book #2645 page 30, and the consideration of this release to it the sum aforesaid and the right of way reserved to us in fee as aforesaid and the agreement of said City to save us harmless from said sewer assmt and from any such assmt for betterments or for construction in respect of said extension of Denny street binding upon said City by the acceptance hereof is received in full satisfaction and discharge of all claims and demands for damages costs, expenses or compensation by reason of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances ~~to~~ ^{own} the same belonging, to the said City of Boston, its successors and assigns, to ~~its~~ ^{its} use and behoof forever. And we do, the said hereby for ourselves, for sel and our heirs, executors and administrators.

grantee successors and above released
do covenant with the said ~~City of Boston~~, and its assigns, that the premises are free from all
incumbrances made or suffered by us or any of us except said reservation, said sewer assmt
and said taking and that we will, and our heirs, executors and administrators
shall, warrant and defend the same to the said ~~City of Boston~~, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under us except by reason
of said encumbrances or any of them but against none other.

AND for the consideration aforesaid,

do hereby release unto the said ~~City of Boston~~, its successors and assigns, all right of dower
and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Stanley W. Richardson being unmarried,
Martha L. Richardson, and Rachel H. Roberts

have hereunto set our hands and
seals this 13th day of July, in the year of our
Lord one thousand eight hundred and

Signed and sealed)
in presence of)

Stanley W. Richardson (seal)
Martha L. Richardson "
Rachel H. Roberts "

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston July 18 1900 1890

Then personally appeared the above-named Martha L. Richardson
and acknowledged the foregoing instrument to be her free act and deed,
Before me,

James R. Carret

Justice of the Peace.

Approved,
Chas Frank Day

City Conveyancer.

BOSTON, July 19 1900 189 12 h. 22 m. P M.

Received and entered with Suffolk Deeds lib. 2696 page 598

Attest,

Thos F. Temple

Register.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Rebecca M. Riley

have hereunto set my hand and seal this 28th day of February, in the year of our Lord one thousand eight hundred and ninety-three

Signed and sealed
in presence of

Henry J. Bowen Rebecca M. Riley (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. March 13 1893

Then personally appeared the above-named Rebecca M. Riley
and acknowledged the foregoing instrument to be her free act and deed,
Before me,
Henry J. Bowen

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, March 18 1893 11 h. 23 m. A M.

Received and entered with Suffolk Deeds lib. 2117 page 351

Attest,
Thos. F. Temple Register.

Know all men by these presents,

That I, Frederick H. Rindge of Los Angeles in the state of California

In consideration of twenty-five thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park all that parcel of land in said Boston in that part thereof which was formerly West Roxbury, with the buildings thereon, being the estate known as "Lochstead", and bounded north in part by Perkins street and partly by vacant land on the shore of Jamaica Pond on three lines as shown on William A. Garbett's plan dated July 13, 1858. 1825 feet, northwest by a curved line making the corner of Perkins and Prince street 35 feet, west by Prince street, formerly called Cottage street, 271 feet, south by land now or late of Francis Parkman, 127 and 6/10 feet, west by a line drawn parallel to and 7 feet distant west from the out buildings attached to the stable on the granted premises 43 feet, south again by land now or late of said Parkman 7 feet, west again by the same 5 and 8/10 feet and south again by the southerly line of said out buildings and stable by a row of larch trees to the center of a buttonwood tree on the bank of the pond 252 and 5/10 feet, southwest again by land now or late of said Parkman along the south side of the boat-house on the granted premises 44 and 5/10 feet, southeast and east by Jamaica Pond, containing by estimation 3 and 3/5 acres, more or less, being the same premises conveyed to my father, Samuel B. Rindge, late of Cambridge, in the County of Middlesex and Commonwealth of Massachusetts, deceased, by deed of David Wallace, dated November 17, 1874 and recorded with Suffolk Deeds, lib. 1245 fol. 267, and for said consideration I also remise, release and quit claim to said City of Boston all my right, title and interest in and to the soil under said pond.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Frederick H. Rindge, for myself and my heirs, executors and administrators,

226
do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by ^{me} except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Frederick H. Rindge and May K. Rindge, my wife, who joins herein for the consideration aforesaid, in token of her release of all ^{her} right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and seals this first day of July, in the year of our Lord one thousand ~~nine hundred and~~ eight hundred and ninety-one.

*Signed and sealed }
in presence of }*

C. A. Baskerville

Frederick H. Rindge, (seal)

" " "

May K. Rindge, (seal)

Commonwealth of Massachusetts.

STATE OF CALIFORNIA

County SUFFOLK, ss-Los Angeles, July 1, 1891 -190

Then personally appeared the above-named Frederick H. Rindge and May K. Rindge, his wife,
and acknowledged the foregoing instrument to be their free act and deed,

Before me,

C. A. Baskerville,

Notary Public

(SEAL)

Justice of the Peace.

Approved,

Roscoe P. Owen,

City Conveyancer.

BOSTON, July 14, 1891

490

12 h.

19 m.

P.M.

Received and entered with Suffolk Deeds lib. 2006 page 621

Attest,

Thomas F. Temple,

Register.

Know all men by these presents,

That I, Margaret Roach of Brookline in the Commonwealth of Massachusetts, as I am trustee under a certain deed dated July 15, 1886 and recorded with Suffolk Deeds lib. 1752 page 130,

In consideration of two thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged. do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in said Brookline and bounded and described as follows; beginning on the northwesterly line of Downer street at the division line between the released premises and land formerly of Alice Noonan and running northwesterly on said land formerly of said Alice, 75 feet to land formerly occupied by the brook channel; thence running northeasterly by said last mentioned land 40 feet to land formerly of the devisees of Thomas Purdie, thence running southeasterly on said last mentioned land 75 feet to said Downer street; thence running southwesterly on said Downer street 40 feet to the point of beginning: containing 3,000 square feet, more or less; also all my right, title and interest in and to the fee and soil of said Downer street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said Park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I, the said Margaret Roach, trustee as aforesaid

have hereunto set my hand and seal this ninth day of May, in the year of our Lord one thousand nine hundred and eight hundred and ninety-one

*Signed and sealed }
 in presence of }*

Roscoe P. Owen,

her
 Margaret x Roach, (seal)
 mark

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston May 9, 1891 -190

Then personally appeared the above-named Margaret Roach, trustee, and acknowledged the foregoing instrument to be her free act and deed,

Before me,
 Roscoe P. Owen,

Justice of the Peace.

Approved,
 Roscoe P. Owen,

City Conveyancer.

BOSTON, 190 h. m. M.
 Received and entered with Suffolk Deeds lib. page

Attest,

Register.

Know all men by these presents,

That we, Clare M. Rotch, Morgan Rotch and William Rotch as we are the executors under the will of William J. Rotch, formerly of New Bedford in the Commonwealth of Massachusetts, deceased, acting under the power in said will and under all other powers us hereto enabling

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, all the right title and interest which the said Willim J Rotch had at the time of his decease and all our right, title and interest as executors under his will, in and to a certain tract of land situate in that part of Boston formerly Roxbury in said Commonwealth and bounded and described as follows: southeasterly by Columbus avenue 42 and 42/100 feet; westerly and southwesterly by land of said City of Boston by a broken line 189 and 73/100 feet; 43 and 50/100 feet; 46 and 62/100 feet; 45 and 14/100 feet; 37 and 77/100 feet; and 30 and 70/100 feet; northwesterly by land of a person or persons unknown 42 and 79/100 feet; northeasterly by land formerly of Saunders and of Burnham, now of said City of Boston, 61 and 72/100 feet; southeasterly and easterly by land formerly of the West End Street Railway Company now of said City by two lines 207 and 95/100 feet and 117 and 63/100 feet; containing 12673 square feet more or less, and being lots marked A.B.C.D.E.F. on a plan made by the J.H.W. Wood Company, Surveyors, dated April 17, 1899, and on file in the office of the Board of Park Commissioners of said City of Boston, and for said consideration we hereby release and discharge said City of Boston from all claims we have for the taking of the described premises by votes of said Board of Park Commissioners passed May 29, 1899 and January 1, 1900. This conveyance is made subject to any lien or assessment for the extension and construction of Columbus avenue.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And _____, the said _____, for _____ sel _____ and _____ heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all
incumbrances made or suffered by
and that will, and heirs, executors and administrators
shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under
but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower
and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Clare M Rotch, Morgan Rotch, and William Rotch
executors as aforesaid

have hereunto set our hands and
seal s this 10th day of January, in the year of our
Lord one thousand nine hundred and three

Signed and sealed }
in presence of }

M. R. Rotch

Josephine G. Rotch

Frank T. Benner

Clare M. Rotch (seal)

Morgan Rotch "

William Rotch "

Commonwealth of Massachusetts.

SUFFOLK, SS.

January 12

190 3

Then personally appeared the above-named William Rotch
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Frank T Benner

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, January 13

190 3

4 h.

12m.

P M.

Received and entered with Suffolk Deeds

lib. 2875

page 581

Attest,

Thos F Temple

Register.

Know all men by these presents,

That we, Clara M. Rotch, Morgan Rotch, and William Rotch, as we are executors of the will of William J Rotch formerly of New Bedford in the Commonwealth of Massachusetts, deceased, acting under the power in said will and under all powers us hereto enabling

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Roxbury and bounded and described as follows, viz: southeast by Columbus avenue 410 feet; southwest by lot numbered 8 on the plan hereinaftermentioned 64 and 7/100 feet; northwest by land formerly of Evans being lot numbered 2 on said plan 523 feet; northeast and east by lot marked A on said plan 189 and 76/100 feet: containing 45486 square feet, more or less, and being lot numbered one as shown on plan made by the C.H.W. Wood Co Surveyors, dated April 17, 1899 and on file in the office of the Board of Park Commissioners of said City of Boston; also all our right, title and interest if any we have in and over all the lot numbered 8 on said plan.

And for said consideration we hereby release and discharge said City of Boston from any and all claims we have by reason of the taking of said lot numbered one by a vote of the Board of Park Commissioners of said City passed January 1, 1900, and of the taking of lot numbered 8 by a vote of said Board passed May 29, 1899. This conveyance is made subject to any lien or assessment for the extension and construction of Columbus avenue.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. ~~And-----, the said-----~~
~~, for-----sol-----and-----heirs, executors and administrators-~~

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by
and that will, and heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Clara M. Rotch, Morgan Rotch, and William Rotch executors as aforesaid

seal^s this 7th day of February have hereunto set our hand^s and , in the year of our Lord one thousand nine hundred and

Signed and sealed }
in presence of }

Clara M. Rotch (seal)
Morgan Rotch (seal)
William Rotch (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. February 14 1900

Then personally appeared the above-named William Rotch Executor and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Chas Frank Day

Justice of the Peace.

Approved,

Chas Frank Day
City Conveyancer.

BOSTON, February 14 1900 1 h. 21 m. P M.

Received and entered with Suffolk Deeds lib. 2665 page 346

Attest,

Thos F Temple

Register.

Know all men by these presents,

That we, Joseph Rudnick of Boston in the Commonwealth of Massachusetts and Rosie Rudnick wife of said Joseph in her right

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: north easterly by North Bennet street, 38 and 81/100 feet; southeasterly by Bennet avenue 79 feet; southwesterly by land of the City of Boston 21 and 88/100 feet; southeasterly by the same 10 and 60/100 feet; southwesterly again by the same 6 and 60/100 feet; southeasterly again by the same 5 and 50/100 feet; southwesterly again but more westerly by the same 17 feet; northeasterly by the southwesterly face of the brick wall of a building on land now or formerly of one Green 7 and 48/100 feet; northwesterly by the southeasterly face of the brick wall of a building on said Green land 93 and 73/100 feet: containing 3328 square feet, more or less, and shown on a plan made by W.E. Hannon C.E. dated July 24, 1900 and recorded with Suffolk Deeds, lib 2700 page 179, being the said premises conveyed to the said Rosie by deed of Rebecca D. Warren et al dated July 18, 1900 and recorded with Suffolk Deeds lib 2700 page 177 and deed of David Flynn dated August 1, 1900 and recorded with said deeds, lib 2700 page 178.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the 1st day of January 1901 and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City of Boston for damages, costs, expenses and compensation for on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors
 , for our selves and our heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us or either of us
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Joseph Rudnick and Rosie Rudnick

have hereunto set our hands and seals this second day of January, in the year of our Lord one thousand nine hundred and One

Signed and sealed }
in presence of }

Edwin A Bayley
witness to both

Joseph Rudnick (seal)
Rosie Rudnick (seal)
X her mark

Commonwealth of Massachusetts.

SUFFOLK, ss. January 2 190 1

Then personally appeared the above-named Rosie Rudnick
and acknowledged the foregoing instrument to be her free act and deed,
Before me,
Edwin A Bayley

Justice of the Peace.

Approved,

Rescoe P Owen
City Conveyancer.

BOSTON, January 2 190 1 4 h. 1m. P M.

Received and entered with Suffolk Deeds lib. 2728 page 302

Attest,

Thos F Temple Register.

Know all men by these presents,

That we, Charles H. Ruggles and Frank A Ruggles both of Boston in the Commonwealth of Massachusetts and Harriet E. Bates of Newburyport in said Commonwealth

In consideration of one hundred dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Dorchester and bounded and described as follows: beginning on the easterly line of Buttonwood street at land of said City formerly of Tripp and running easterly on said last mentioned land 1 and 27/100 feet to other land of grantors; thence running south-westerly by a curved line of 20 ft radius on said other land of grantors 7 and 18/100 feet to Buttonwood street; thence running northerly on said Buttonwood street 7 and 3/100 feet to the point of beginning, containing 4 sq ft more or less; also all our right, title and interest in and to the fee and soil of so much of said Buttonwood street as is included within the lines of said park as shown on the plan hereinafter mentioned, being a portion of the premises conveyed to Eunice M. Ruggles since deceased intestate, by deed of James B. Peakes et al., dated October 9, 1871 and recorded with Suffolk Deeds, lib. 1075 fol 103.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade ~~to be~~ established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for our selves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan

signed made by William Jackson City Engineer

dated April 29, 1892, and filed in the office of said Park Commissioners, to which and a copy thereof filed in the Registry of Deeds for the County of Suffolk plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park. we hereby, for our selves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side-line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. *see 2nd page fol.*

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said grantors

for ourselves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that, subject to said taking, we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Charles H. Ruggles, Frank A. Ruggles, and Harriet E. Bates, together with Eva M. Ruggles wife of the said Frank A., who joins herein in token of her release of all rights and title of or to both dower and homestead in the granted premises

have hereunto set our hands and seals this 6th day of September , in the year of our Lord one thousand eight hundred and 94

Signed and sealed }
in presence of }

4 printed words having been stricken out and 16 words interlined before signing.

Charles H. Ruggles (seal)
Frank A. Ruggles (seal)
Harriet E. Bates (seal)
Eva M. Ruggles (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. October 13 18 94 .

Then personally appeared the above named Frank A. Ruggles, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Alex. P. Brown, Justice of the Peace.

Approved,
Chas. Frank Day,

BOSTON, October 15 1894 . 9 h. 50m. A M.

Received and entered with Suffolk Deeds, lib. 2230 fol. 390

Attest,

Thos F. Temple.

Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land shall be erected or placed upon said premises.

Partial release of mortgage Union Institution for Savings, Sept 6, 1894, and from John S. Maxwell. Sept 6, 1894, as to restrictions, and release of all demands Charles A. Rungles et al. Sept 6, 1894

Know all men by these presents,

That I, Charles S. Sargent of Brookline in the Commonwealth of Massachusetts, as I am trustee under the last will of Henrietta Sargent late of said Brookline, deceased, acting herein under and by virtue of the power given to me in and by said will and of every other power and authority me hereto enabling.

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly West Roxbury and bounded and described as follows: begining on the northerly line of Perkins street at land of said City formerly of Quincy A. Shaw, and running westerly on said Perkins street 30 and 10/100 feet to other land of said City, formerly of a person or persons unknown; thence running northerly on said last mentioned land 2 and 50/100 feet; thence running northeasterly on other land of grantor by a curved line of 440 feet radius 31 and 62/100 feet to said land formerly of Quincy A. Shaw; thence running southerly on said last mentioned land 7 and 24/100 feet to the point of begining: containing 138 and 9/10 square feet, more or less.

Also all my right, title and interest in and to the fee and soil of so much of said Perkins street as is included within the lines of said park.

The released premises are shown on a plan signed by Alexis H. French C. E., dated December 24, 1892 a copy whereof is recorded with Suffolk Deeds, and were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed December 24, 1892 and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And , the said
 , for sel and heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by
and that will, and heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Charles S Sargent Trustee as aforesaid

have hereunto set hand and seal this sixteenth day of May, in the year of our Lord one thousand eight hundred and ninety-six

*Signed and sealed }
in presence of }*

James M. Codman Jr.

Charles S. Sargent (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

May 17

1896

Then personally appeared the above-named Charles S. Sargent Trustee and acknowledged the foregoing instrument to be his free act and deed,
Before me,

James M. Codman Jr.

Justice of the Peace.

Approved,

Roscoe P. Owen
City Conveyancer.

BOSTON, June 9 1896 4 h. 15 m. P M.
Received and entered with Suffolk Deeds lib. 2365 page 331

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That I, Horace B. Sargent^{Jr} of Boston in the Commonwealth of Massachusetts, and I, Marian A. Sargent, of said Boston, as I am guardian of Hetty A Sargent, a minor and sole heir at law of Lucius M. Sargent, late of said Boston deceased, intestate, acting herein under and by virtue of a license granted to me by the Probate Court for the Co. of Suffolk, in said Com'wlth, on the 8th day of Feb., current.

In consideration of -----one dollar and other valuable considerations to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Roxbury and bounded and described as follows: Beginning on the northeasterly line of Seaver street at land of said City formerly of Edward H. Bowman, and running northwesterly by said Seaver street, 222 and 50/100 feet, to land of said City formerly of Matilda F. Horne; thence running northeasterly by said last mentioned land, 95 feet, to other land of said Horace B. Sargent Jr., and Hetty A. Sargent; thence running southerly by said last mentioned land by a curved line of 1500 feet radius, 69 and 10/100 feet, and thence by a reversed curve of 1500 feet radius, 158 and 30/100 feet to said land formerly of said Bowman; thence running southwesterly by said last mentioned land 30 feet to the point of beginning: containing 14,395 square feet, more or less; and being a portion of the premises conveyed to said Horace B. Sargent Jr. and Lucius M. Sargent, by deed of Horace Binney Sargent, dated March 12, 1880, and recorded with Suffolk Deeds, lib. 1482, fol. 248.

And for said consideration we do also hereby release to said City all the right, title and interest of said Horace B. Jr., and Hetty A. in and to the fee and soil of so much of said Seaver street as is included within the lines shaded in red on the plan hereinafter mentioned.

And for the above-named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon the

of said Horace B. Jr. and Hetty A.
 remaining land abutting upon said park, and do also, for our selves and our heirs,
 executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that
 we will not and they shall not make or have any claim or demand against said city for damages
 in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to
 support such filling, or to support the bank on the line of said park, where cutting down is
 required for such grading; and further that we will not, and they shall not remove or permit
 to be removed by any person other than the officers or agents of said city any portion of the
 filling placed or sloped upon ----- said remaining land abutting upon said park in grading the
 same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon
 the line of his said remaining land abutting upon said park. The described premises are
 shown on a plan of land in the City of Boston taken Mch. 27, 1893 for a park
 under chap. 185 of the acts and c. of '75, signed by Geo. F. Clarke, Sec'y ,
 dated March 27, 1893, and filed in the office of said Park Commissioners, to
 and a copy thereof filed in the Reg. of Deeds for the Co. of Suffolk.
 which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed
 upon estates belonging to said Horace B. Jr. and Hetty A.
 on account of the laying out and construction of said park,
 said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said
 CITY OF BOSTON shall construct along the boundary line of said park, within said parcel
 of land, a roadway and walk to which said Horace B. Jr. and Hetty A.
 and their heirs and assigns, (owners or occu-
 pants of adjoining lands of said Horace B. Jr. and Hetty A.
 grantor,) shall have free access, with the right to use the same for
 the purposes of a way, subject to such reasonable rules and regulations as may from time to time
 be made by the Park Commissioners of said city, or by any other board or department
 having for the time being the control and management of said park, we hereby, for our
 selves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON,
 that said Horace B. Jr. and Hetty A.
 and their heirs and assigns will hold their remaining land abutting upon said
 park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
 which shall be inserted or referred to in any conveyance hereafter made by of the whole
 or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public
 stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in
 height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the
 edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or
 chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of
 more than two houses, nor wooden house or block standing at a distance less than five feet from
 the side line of the lot upon which the same is placed, and no wooden house costing less than
 five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
 apartment house costing less than four thousand dollars per suite of apartments, exclusive in
 each case of the cost of the land, shall be erected or placed upon said premises.

3. ~~No building shall be erected or placed upon said premises within twenty-five feet from
 the exterior line of said park; provided that steps, windows, porticos, and other usual projections
 appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-
 five feet, subject to the following limitations, viz: first, that no projections of any kind (other
 than door-steps and balustrades connected therewith, and also cornices at the roof of the build-
 ing) shall extend more than five feet from the rear line of the aforesaid space; second, that no
 projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
 foundation wall sustaining the same (such foundation wall being a projection of the front wall),
 will be allowed (excepting oriel windows above the first story on a street corner), unless any
 horizontal sections of such projections would fall within the external lines of trapezoids, the
 sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
 whole front of the building, and the base of any one of which trapezoids does not exceed
 eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each
 house in a block shall be considered a separate building within the meaning of this limitation.~~

The restrictions above set forth shall continue in force so long as such roadway and walk
 shall be maintained by said CITY OF BOSTON, and the said Horace B. Jr. and Hetty A.
 owners or oeenpants of said grantor adjoining lands, shall have free access thereto and liberty to
 use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we, the said grantors

for ourselves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

~~lawfully seized in fee of~~ the aforegranted premises: ~~that they~~ are free from all incumbrances, made or suffered by us except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons claiming by, through or under us, but against none other.

IN WITNESS WHEREOF, we the said Horace B. Sargent Jr., being unmarried, and Marian A. Sargent, Guardian as aforesaid, and I, the said Marian A. Sargent, wife of said Lucius M. Sargent, deceased, joining herein in token of my release of all right and title of or to both dower and homestead in the described premises.

have hereunto set hand and seal this nineteenth day of February, in the year of our Lord one thousand eight hundred and ninety-four.

Signed and sealed)
in presence of)

Roscoe P. Owen to H.B.S.Jr.	Horace B. Sargent Jr.	(seal)
	Marian A. Sargent	(seal)
	Guardian of Hetty A. Sargent.	
	Marian A. Sargent.	(seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. February 19 1894 .

Then personally appeared the above named Horace B. Sargent, Jr. and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Roscoe P. Owen,
Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, February 19 1894 . 12h. 30m. P.M.

Received and entered with Suffolk Deeds, lib. 2131 fol. 31

Attest,
Thos. F. Temple. Register.

18

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Release from T. Jefferson Coolidge Jr., administrator estate of Horace B. Sargent Jr.

Know all men by these presents,

That I, Edwin Sawtell of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded and described as follows: beginning at a point in the southwesterly line of Camden street distant 130 feet southeasterly from the southerly line of the location of the Boston and Providence Railroad as shown on the plan hereinafter referred to; thence running southwesterly by a line parallel with the location of said railroad as shown on said plan 106 and 37/100 feet; thence running southeasterly by land heretofore taken by the Board of Park Commissioners of said City for a playground 20 and 57/100 feet; thence running northeasterly by a line parallel with the line first above described 106 and 62/100 feet to Camden street; thence running northwesterly by the southwesterly line of said Camden street 20 and 57/100 feet to the point of beginning: containing 2190 and 60/100 sq ft more or less, and being a lot shown on a plan recorded, with the plans of City lands sold, Book 2 page 212, in the office of the Board of Street Commissioners of said City and being also the same premises conveyed to me by F. Alden Sawtell by deed dated May 22 1894 and recorded with Suffolk Deeds lib 2200 page 82.

The described premises were taken for a playground by said Board of Park Commissioners on the 14th day of February 1901, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston, for damages, costs, expenses and compensation for on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Laura A.Sawtell wife of the said Edwin

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Edwin Sawtell and Laura A Sawtell

seal^s this 15th day of February, have hereunto set our hand^s and
Lord one thousand nine hundred and One, in the year of our

*Signed and sealed }
in presence of }*

Roscoe P Owen

Edwin Sawtell (seal)
Laura A.Sawtell (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. February 15 1901

Then personally appeared the above-named Edwin Sawtell
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Roscoe P Owen

Justice of the Peace.

Approved,

Roscoe P Owen

City Conveyancer.

BOSTON, February 16 1901 10 h. 14m. A M.
Received and entered with Suffolk Deeds lib. 2737 page 133

Attest,

Thos F Temple *Register.*

Know all men by these presents,

That I Eben Sears of Boston in the Commonwealth of Massachusetts.

In consideration of eighteen thousand three hundred fifty-two and 50/100 dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate partly in that part of said Boston which was formerly Roxbury and partly in Brookline in said Commonwealth, and bounded and described as follows:-Beginning on the northeasterly line of said parcel at its intersection with a curved line of 478 and 34/100 feet radius and on land of said City formerly of Nancy M. Downer, and running southwesterly by said curved line 48 and 25/100 feet and by a curved line of 674 and 69/100 feet radius, 127 and 7/100 feet on other land of grantor to land of said City formerly of the House of the Good Shepherd; thence running westerly on said last mentioned land 303 and 97/100 feet to the boundary line between said Boston and Brookline as it existed prior to the passage of chapter 339 of the acts of 1890; thence running northeasterly and northwesterly by said former boundary line 123 and 75/100 feet to Brookline avenue; thence running northeasterly on said Brookline avenue 243 and 36/100 feet to said land formerly of Nancy M. Downer; thence running southeasterly on said last mentioned land 296 and 43/100 feet to the point of beginning: containing 73410 square feet more or less, and being a portion of the premises conveyed to me by deed of Henry T. Hall et al., Executors, and Francis W. Carr, dated April 1891, to be recorded herewith.

The described premises were taken as the property of John R. Hall and said Francis W. Carr and laid out as a part of a public park by an act of the Board of Park Commissioners, ^{of said City of Boston} passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all my claims and demands as assignee of said Carr and of the executors of the will of said Hall and in my own right against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out, and construction of said park, and for said consideration I hereby covenant and agree with said City for myself, my heirs, executors and administrators to hold said City harmless and indemnified against the claims and demands of any and all persons for damages, and costs on account of the taking of the described premises by said act of said Commissioners.

And for the above-named consideration ----- I -- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said park, and do also, for **my self** and **my** heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that **I** will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon **my** said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of **my** said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Mass., taken April 30, 1890 for a park under chap. 185 of the Acts of 1875, made by Alexis H. French C.E. dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to **me** on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which **I** and **my** heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, **I** hereby, for **my self** and **my** heirs, executors, and administrators, covenant with said CITY OF BOSTON, that **I** and **my** heirs and assigns will hold **my** remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by **me** of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, **his** heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

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TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. And I, the said Grantor

for myself and my heirs, executors and administrators, do covenant with the
said CITY OF BOSTON, that subject to said taking I am
lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,
except said taking.

that I have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that
I will, and my heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Eben Sears and I, Jane R. Sears,
wife of said Eben, joining herein in token of my release of all right
and title of or to both dower and homestead in the granted premises.

have hereunto set our hands and
seals this sixteenth day of April -----, in the year of our Lord one
thousand eight hundred and ninety-one.

Signed and sealed }
in presence of }

Roscoe P. Owen.

Eben Sears (seal)

Jane R. Sears (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. April 16, 1891.

Then personally appeared the above named Eben Sears
and acknowledged the foregoing instrument to be his free act and deed.

Before me, Roscoe P. Owen.

Justice of the Peace.

Approved. Roscoe P. Owen.

BOSTON, April 16 1891. 1 h. 43 m. P.M.

Received and entered with Suffolk Deeds, lib. 1990 page 3

Attest,

Thomas F. Temple

Register.

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CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, Jacob W. Seaver of Boston in the Commonwealth of Massachusetts, in my individual capacity, and we, Jacob W. Seaver, Franklin Weld, and Stephen H. Williams, as we are trustees under the last will of George F. Weld, late of said Boston, deceased, acting hereinunder and by virtue of the power and authority conferred on us in and by said will and in consideration of

to ~~paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park~~

of every other power us hereto enabling; and we, Elizabeth L. Childs, wife of Albert Walter Childs of Kansas City in the State of Missouri, and Eleanor C. Bradlee of said Boston, single woman, beneficiaries under said will, in consideration of one dollar and other valuable considerations to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park two certain parcels of land situate in that part of said Boston formerly West Roxbury, and bounded and described respectively as follows:

First parcel: beginning on the northerly line of said parcel at its intersection with the northwesterly line of land of said City known as the Stony Brook property and running southwest-ly on said last mentioned land 221 and 28/100 feet to other land of said City, formerly of Jacob F. Seaver; thence running northerly on said last mentioned land 180 feet to other land of grantors; thence running easterly on said last mentioned land by a tangent line 10 and 83/100 feet and by a curved line of 7335 81/100 feet radius, 104 and 33/100 feet to the point of beginning: containing 10990 square feet more or less.

Second parcel: beginning on the northwesterly line of said parcel at its intersection with the northerly line of Morton street at said land of said City known as the Stony Brook property, and running northeasterly on said last mentioned land 223 & 67/100 feet to other land of grantors; thence running southeasterly and easterly on said other land of grantors by a curved line of 7335 81/100 feet radius 749 and 62/100 feet, by a curved line of 576 51/100 feet radius 314 and 50/100 feet, by a curved line of 1402 60/100 feet radius 96 and 26/100 feet, by a tangent line 65 and 14/100 feet, by a curved line of 25 feet radius 37 and 14/100 feet to Forest Hills street; thence running southwest-ly on said Forest Hills street 245 and 48/100 feet to other land of grantors; thence running northerly, northwesterly southwest-ly, and southerly on said last mentioned land by a curved line of 20 feet radius 33 and 12/100 feet, by a tangent line 49 and 27/100 feet, by a curved line of 1202 60/100 feet radius, 84 and 25/100 feet, by a curved line of 476 51/100 feet radius 221 and 80/100 feet, by a curved line of 7135 81/100 feet radius 302 and 87/100 feet, by a curved line of 1471 feet radius 197 and 49/100 feet, by a curved line of 15 feet radius 31 and 8/100 feet, by a curved line of 100 feet radius, 30 and 25/100 feet to Morton street; thence running southwest-ly on said Morton street 290 and 47/100 feet to the point of beginning: containing 249500 square feet more or less. Also all our right, title, and interest in and to the fee and soil of so much of said Morton and Forest Hills streets as adjoins the described parcels, or either of them, and is included within the lines of said park on the plan hereinafter referred to.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 20, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out of said park.

And for the above-named consideration -- we ---- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for our selves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan

signed ~~made~~ by Alexis H. French C.E.

dated April 29, 1892, and filed in the office of said Park Commissioners, to which a copy thereof recorded with Suffolk Deeds, Lib. 2069, page 39.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our ^{successors} heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access [#], with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park. we hereby, for our selves and our ^{successors} heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our ^{successors} heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land: provided that said restrictions shall not apply to any land belonging to us or either of us lying south of said Morton st.

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than ~~five~~ ^{four} thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rearline of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, ^{successors} their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

[#]including access to the parkway for such streets as may be laid out over our remaining land by the Board of Survey or Street Com'rs.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston in fee simple forever. ~~And-----, the said--~~

~~for-----sel-----and-----heirs, executors and administrators, do-----covenant with the said City of Boston, that~~

~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~

~~that-----have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that-----will, and-----heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said Jacob W. Seaver, in my own right, and as trustee as aforesaid, Franklin Weld and Stephen H. Williams, trs. as aforesaid, Elizabeth L. Childs and Eleanor C. Bradlee together with Sarah A. Seaver, wife of said Jacob W., who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises, and the said Albert Walter Childs, who joins herein in token of his consent hereto have hereunto set our hands and seals this tenth --- day of--- June ----, in the year of our Lord one thousand eight hundred and ninety-five.

Signed and sealed)
in presence of)

9 interlineations having been made and 5 printed words stricken out on the 2nd page and all covenants on the 3rd page stricken out before signing.

J.W. Seaver witness to signatures of J.W. Seaver & Sarah A. Seaver.
Anne W. Seaver.

Jacob W. Seaver,	(seal)
Jacob W. Seaver Tr.	(seal)
Franklin Weld, Tr.	(seal)
Stephen H. Williams Tr.	(seal)
Sarah A. Seaver,	(seal)
Elizabeth L. Childs,	(seal)
Albert Walter Childs,	(seal)
Eleanor C. Bradlee.	(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. June 20 1895 .

Then personally appeared the above named Stephen H. Williams,
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Edward W. Hutchins,
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, June 25, 1895 . 4h. 26m. P. M.

Received and entered with Suffolk Deeds, lib. 2287 fol. 374

Attest, Thos. F. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

STATE OF MISSOURI

County of Jackson ss.

On this tenth day of June, 1895, before me, a notary public, in and for said County, personally appeared Elizabeth L. Childs and Albert Walter Childs, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, in testimony whereof I have hereunto set my hand and affixed my official seal, at my office, in Jackson County, Missouri, the day and year first above mentioned.

E. B. Nelson, Notary Public.

My commission expires September 20, 1898.

Know all men by these presents,

That I, Jacob W. Seaver of Boston in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly West Roxbury, and bounded and described as follows: beginning on the easterly line of said parcel at its intersection with the northerly line of Morton street and running westerly on said Morton street about 56 and 47/100 feet and northerly by a curved line of 37 and 70/100 feet radius, 80 and 60/100 feet to Washington street; thence running northerly on said Washington street 157 and 67/100 feet to other land of grantor; thence running southerly and easterly by a curved line of 8 feet radius, 17 and 70/100 feet to land of said City, formerly of said Seaver and the devisees under the will of George F. Weld; thence running southerly on said last mentioned land 180 feet to the point of beginning: containing 11020 square feet, more or less.

Also all my right, title and interest in and to the fee and soil of so much of said Morton and Washington streets as adjoin the described premises and is included within the lines of said park, as shown on the plan hereinafter referred to.

The grant of premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above recited consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out of said park.

And for the above-named consideration --- I --- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting down is required for such grading,~~ ^{Stet.} and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan

signed made by Alexis H. French, C. E.

dated April 29, 1892, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises, and a copy thereof recorded with Sup. Deeds, lib. 2069 page 39

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park. I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land: provided that said restrictions shall not apply to my remaining land south of said Morton street.

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than ^{four} ~~five~~ thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than 10 ft.} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And -----, the said

for ----- sel ----- and ----- heirs, executors and administrators, do ----- covenant with the said CITY OF BOSTON, that
lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,
----- that ----- have
good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that
----- will, and ----- heirs, executors and administrators shall warrant and defend the
same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Jacob W. Seaver and Sarah A. Seaver, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and seal s this ---- eleventh -- day of --- June ----, in the year of our Lord one thousand eight hundred and ninety-five.

Signed and sealed)
in presence of)

one interlineation having been made on the 1st page, and 14 on the 2nd page, and 5 printed words stricker out before signing, also all covenants of title

Jacob W. Seaver (seal)
Sarah A. Seaver (seal)

J. Mercer Seaver
Anne W. Seaver.

Commonwealth of Massachusetts.

SUFFOLK, ss. June 11 18 95 .

Then personally appeared the above named Jacob W. Seaver and acknowledged the foregoing instrument to be his free act and deed,

Before me, Henry Wheeler.

Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, June 25 18 95 . 4 h. 26 m. P.M.

Received and entered with Suffolk Deeds, lib. 2287 fol. 370

Attest, Thos. F. Temple. Register.

18

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That we, Eliza Seaver, widow, William Seaver, Edward Seaver, and Llewellyn D. Seaver, all of Boston in the Commonwealth of Massachusetts, as we are the devisees named in the last will of William Seaver, late of said Boston, deceased,

In consideration of five thousand dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly West Roxbury, and bounded and described as follows: beginning on the southeasterly line of said parcel at Moreland place and running southwesterly on land of said City, formerly of Willard H. Lethbridge one hundred twenty-four and 60/100 feet to other land of said City, formerly of Edward M. Brewer and others; thence running northwesterly on said last mentioned land sixty-seven and 62/100 feet to other land of said City formerly of John M. Forbes and Samuel Henshaw, trustees; thence running northeasterly on said last mentioned land one hundred twenty-four and 36/100 feet to said Moreland place; thence running southeasterly on said Moreland place sixty seven and 58/100 feet to the point of beginning: containing eight thousand three hundred and twenty two square feet, more or less, and being the same premises conveyed to said William Seaver, deceased, by Abigail L. Seaver, by deed dated June 30, 1868, and recorded with Norfolk Deeds, Lib. 368 fol 260; and for said consideration we also hereby release to said City all our right, title and interest in and to the fee and soil of said Moreland place.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors -----, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us ----- but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said Eliza Seaver, William Seaver, Edward Seaver and Llewllyn D. Seaver, together with Sarah A. Seaver, wife of the said William, and Mary K. Seaver wife of the said Edward, who join herein in token of their release of all right and title of or to both dower and homestead in the described premises, said Llewllyn^D being unmarried, have hereunto set our hands and seals this --- sixteenth --- day of --- September ---, in the year of our Lord one thousand eight hundred and ninety-two.

Signed and sealed }
in presence of {

Albert F. Hayden to E.s.

Eliza Seaver	(seal)
William Seaver	(seal)
Sarah A. Seaver	(seal)
Edward Seaver	(seal)
Mary Kate Seaver	(seal)
LLewllyn D. Seaver	(seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. September 16, 1892

Then personally appeared the above-named Edward Seaver -----
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Albert F. Hayden.

Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, September 23 1892 2 h. 35 m. P. M.
Received and entered with Suffolk Deeds lib. 2084 page 481

Attest,

Thos. F. Temple Register.

Know all men by these presents,

Th
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In con
to us
give,
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That I, Lucy A. Shaw, of Boston in the County of Middlesex, in my own right and in the right of my wife, and I Pauline E. A. Shaw, wife of said Lucy A. Shaw, in my own right,

setts,
,

In consideration of ten thousand six hundred dollars, to be paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, two certain parcels of land situate in that part of said Boston which was formerly West Roxbury and bounded and described respectively as follows:

by
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First parcel. Beginning on the northwesterly line of Richmond Street at land of said City, formerly of the Trustees of Sarah P. Cleveland, and running southerly to said Richmond Street one thousand fifty-one and two feet to other land of said City, formerly of the heirs or devisees of Horatio A. Jargent, thence running northerly on said last mentioned land seven and $\frac{24}{100}$ feet to other land of said Pauline E. A. Shaw, thence running northeasterly on said last mentioned land by a curved line of four hundred and forty feet radius, eleven and $\frac{44}{100}$ feet, by a straight line tangent to said curved line twenty-seven and $\frac{36}{100}$ feet, by a curved line of six hundred and fifty feet radius, one hundred six and $\frac{62}{100}$ feet, by a tangent line seventy-three and $\frac{76}{100}$ feet, by a curved line of eight hundred feet radius, three hundred thirty-five and $\frac{30}{100}$ feet, by a curved line of five hundred and twenty feet radius, one hundred eighteen and $\frac{63}{100}$ feet, by a tangent line thirty-seven and $\frac{30}{100}$ feet, by a curved line of three hundred and twenty feet radius, one hundred thirty-one and $\frac{24}{100}$ feet, by a tangent line sixteen and $\frac{54}{100}$ feet, by a curved line of four hundred and twenty feet radius, one hundred and $\frac{70}{100}$ feet, by a tangent line seven and $\frac{8}{100}$ feet, and by a curved line of two hundred and twenty feet radius, on said last mentioned land of said Pauline E. Shaw, forty-eight and $\frac{50}{100}$ feet to said land formerly of Sarah P. Cleveland's Trustees, thence running southerly on said last mentioned land thirty-four and $\frac{50}{100}$ feet to the point of beginning, containing 25362 square feet, more or less, and containing of parcels the premises conveyed to the said Pauline E. A. Shaw by said Pauline E. Shaw dated July 2, 1890 and recorded in the Registry of Deeds for the County of Suffolk, Book 345 fol. 108, and a portion of the premises conveyed to said Pauline E. A. Shaw by deed of said Pauline E. Shaw dated for said Sarah P. Cleveland dated June 1, 1890, recorded with Suffolk Deeds, and 100 fol. 10.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

And for the above-named consideration -- we --- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for our selves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan signed

made by Alexis H. French, C.E.

dated December 24, 1892 and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us or either of us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said first described parcel of land, a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for our selves and our heirs, executors, and administrators, severally covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us or either of us of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we, the said grantors

for ourselves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

~~lawfully seized in fee of the aforegranted premises; that they~~ are free from all incumbrances, made or suffered by us, or either of us, except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and --- our -- heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons claiming by through or under us or either of us, but against none other.

IN WITNESS WHEREOF, we the said Quincy A. Shaw and Pauline E.A. Shaw, the said Pauline also hereby releasing to said City all her right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and seals this ---- twenty-seventh day of -- March ---, in the year of our Lord one thousand eight hundred and ninety-three.

Signed and sealed }
in presence of }

8 printed words having been first stricken out and one word interlined on the first page, and 24 words on the 2nd page.
Chas. Hall Adams.

Quincy A. Shaw (seal)
Pauline E. A. Shaw (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. March 27 1893 .

Then personally appeared the above named Quincy A. Shaw and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Chas. Hall Adams.
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, March 28, 1893 . 4h. 54m. P.M.

Received and entered with Suffolk Deeds, lib. 2119 page 209

Attest,
Thos. F. Temple. Register.

189

CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That we, Otis Shepard of Brookline in the Commonwealth of Massachusetts, and Emily E. Shepard, wife of said Otis, in her right

In consideration of eleven hundred eighty-eight and 8/100 dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Dorchester, and bounded and described as follows: viz. beginning on the easterly line of Dorchester avenue at land of said City, formerly of Rebecca C. Trask, and running easterly on said last mentioned land 78 and 18/100 feet to other land of said Emily E. Shepard; thence running southwesterly by a straight line 53 and 22/100 feet and by a curved line of seventy five feet radius, 74 and 13/100 feet, both on said last mentioned land, to Dorchester avenue; thence running northerly on said Dorchester avenue 91 and 91/100 feet to the point of beginning: containing 2265 square feet, more or less, and being a portion of the premises conveyed to the said Emily E. by deed of Walter C. Blanchard, dated June 5, 1879, and recorded with Suffolk Deeds, Lib. 1459 fol. 11. Also all our right, title, and interest in and to the fee and soil of so much of said Dorchester avenue as adjoin the described premises and is included within the lines of said park as shown on the plan hereinafter referred to.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration -- we --- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan signed

made by William Jackson City Engineer

dated April 29, 1892

and filed in the office of said Park Commissioners, to and a copy thereof filed in the Reg. of Deeds for the Co. of Suffolk. which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. ~~No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. See 2nd page fol.~~

3. No building shall be erected or placed upon said premises within twenty ~~feet~~ feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{piazas projecting not more than 6 feet} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said grantors

for ourselves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

~~lawfully seized in fee of~~ the aforegranted premises; ~~that they are~~ free from all incumbrances, made or suffered by us except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons claiming by, through or under us but against none other.

IN WITNESS WHEREOF, we the said Otis Shepard and Emily E. Shepard are

have hereunto set our hand s and seals this --- twelfth --- day of -- December -- , in the year of our Lord one thousand eight hundred and ninety-three.

*Signed and sealed)
in presence of)*

10 printed words having been
stricken out and 16 words
interlined before signing.
B.F. Baker to E.E.S.

Otis Shepard (seal)

Emily E. Shepard (seal)

Commonwealth of Massachusetts.

Norfolk SUFFOLK, ss. December 12 18 93 .

Then personally appeared the above named Emily E. Shepard
and acknowledged the foregoing instrument to be ^{her} free act and deed,

Before me,

B. F. Baker

Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, December 15 18 93. 3 h. 15 m. P.M.

Received and entered with Suffolk Deeds, lib. 2162 fol. 604

Attest,

Thos. F. Temple.

Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2.

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That we, Hugh F. Sheran, John E. Sheran, Rosanna Cannon, wife of Austin Cannon, Mary E. Sheran, and Susan W. Sheran, single women all of Boston in the Commonwealth of Massachusetts, being residuary devisees under the will of Peter Sheran, late of said Boston, deceased,

In consideration of one dollar and other valuable consideration s paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in said Boston and bounded as follows, viz: southwesterly by Charter street, 17 feet; northwesterly by land of said City formerly of Johnson 60 feet; northeasterly by other land of said City formerly of Dorey 20 feet; and southeasterly by the same 60 feet, be all said measurements more or less or however otherwise the granted premises may be bounded or described, being the same premises conveyed to the said Peter Sheran by deed of Rachel Ayer dated August 23, 1865, and recorded with Suffolk Deeds Lib 862, fol 284.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed Dec 7 1893, and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City for damages, costs, expenses, and compensation for on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for sel and heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by
and that will, and heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Hugh F.Sheran, John E.Sheran, Rosanna Cannon, Mark E.Sheran, and Susan W.Sheran, together with the said Austin Cannon, who joins herein in token of his consent hereto, and to release to said City any possible right, title or interest in the described premises,

have hereunto set our hands and
seal^s this first day of August, in the year of our
Lord one thousand eight hundred and 94

Signed and sealed }
in presence of }

C. H. Welch to H.F. & J.E.S.

Hugh F.Sheran (seal)
John E. Sheran (seal)
Rosanna Cannon (seal)
Mary E.Sheran (seal)
Susan W. Sheran (seal)
Austin Cannon (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. November 13 1894

Then personally appeared the above-named John E Sheran
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Charles H. Welch

Justice of the Peace.

Approved,

Roscoe P Owen
City Conveyancer.

BOSTON, December 4 1894 3 h. m. P.M.

Received and entered with Suffolk Deeds lib. 2241 page 513

Attest,

Thos F. Temple. Register.

Release of all demands John E. Sheran Trustee, Dec 3, 1894

Know all men by these presents,

That Whereas, Simmons Female College, a corporation duly established in Boston, in the Commonwealth of Massachusetts, under the laws of said Commonwealth, is the owner of certain parcels of land situate in that part of said Boston formerly Roxbury, together bounded northeasterly by the public park known as the Fens; southeasterly by

In consideration of

to paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park,

Worthington street and particularly described in two deeds given to said College one by Ella S. Thayer, et al., dated March 10, 1903, and recorded with Suffolk Deeds, lib 2885 page 520, and the other by Moses Williams et al., Trustees, dated March 12, 1903, and recorded with said Deeds, lib 2885 page 518, to which deeds reference may be had for description of said premises; and,

Whereas, said Simmons Female College is desirous that a roadway of suitable width for the free passage of vehicles with a proper and convenient sidewalk and communicating with the public streets of said City shall be maintained within the limits of said park and adjoining its said land, and that the owners or occupants of said land shall have free access to said roadway and sidewalk, and the right to use the same subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City of Boston, or by any other Board or Department having for the time being the control and management of said park,

And, Whereas, said Simmons Female College has agreed that, in case said roadway and sidewalk shall be maintained as aforesaid, all its said land adjoining said Park to a distance of 100 feet from the exterior line thereof, shall be held by it and its successors and assigns subject to the restrictions hereinafter set forth.

Now, Therefore, in consideration of one dollar to it paid by said City of Boston, and the further consideration of the maintenance of said roadway and sidewalk as aforesaid, said Simmons Female College for its self and its successors and assigns does hereby covenant with said City of Boston that it and its successors and assigns will hold its said land abutting upon said park and to a distance of 100 feet therefrom subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by it of the whole or any part of said restricted land.

And for the above-named consideration do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon

remaining land abutting upon said park, and do also, for sel and heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of said remaining land abutting upon said park. The described premises are shown on a plan

made by ,
dated , and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which and heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, hereby, for sel and heirs, executors, and administrators, covenant with said CITY OF BOSTON, that and heirs and assigns will hold remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by of the whole or any part of said restricted land : —

seventy

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellary nor exceed ~~seventy~~ ^{edgestone or sidewalk of said park in front, and provided that in estimating sd 5 stories} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor ~~wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.~~

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that ~~coal holes, cellars and other underground or covered extensions~~ ^{steps, windows, porticos, and other usual projections} appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and ~~the grantor~~ ^{Simmons College its successors} , said ~~heirs~~ ^{said} and assigns, owners or occupants of ~~grantor~~ ^{said} adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

below the level of the edgestone or sidewalk of said park in front, and provided that steps, windows, porticos and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of 20 feet

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And , the said

for sel and heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Simmons Female College has caused its corporate seal to be heretoaffixed and these presents to be signed by Henry Lefavour its president and H.A.Lamb its treasurer, hereto duly authorized by vote, a copy whereof is hereto annexed.

have hereunto set hand and seal this 14th day of May , in the year of our Lord one thousand eight hundred and three

Signed and sealed)
in presence of)

Simmons Female Collage
by Henry Lefavour, President
Horatio A. Lamb, Treasurer (seal)

Vote authorizing signing above agreement(see next page)

Commonwealth of Massachusetts.

SUFFOLK, ss. May 14 1903 18 .

Then personally appeared the above named Henry Lefavour President and Horatio A Lamb, Tr. and acknowledged the foregoing instrument to be the free act and deed, of Simmons Female College

Before me,
Charles W. Whittier
Justice of the Peace.

Approved,

BOSTON, May 23 1903 18 . 4 h. 4 m. P M.

Received and entered with Suffolk Deeds, lib.2901 fol. 182

Attest, Theo F Temple Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

At a regular meeting of the Corporation of Simmons Female College, held at Boston on the 11th day of May 1903, it was

VOTED, that the president and treasurer be authorized in the name of the Corporation and in its behalf to sign an agreement with the City of Boston whereby, in consideration of the grant of free access to the Fenway adjoining the land of this Corporation, with the right to use the same for the purposes of a way, this Corporation shall agree to such restrictions as to height of buildings and building line as are required by the Board of Park Commissioners of the City of Boston, and substantially similar to the restrictions imposed upon other lands abutting upon the Fenway.

A true copy,

Attest:

Edgar H. Nichols, Clerk.

Know all men by these presents,

That we, Edward M. Skinner of Boston in the Commonwealth of Massachusetts and Caroline E. Skinner, wife of said Edward M, in her right

In consideration of fourteen thousand dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly West Roxbury, and bounded and described as follows: beginning on the easterly line of Walter street at the division line between the granted premises and the public park known as the Arnold Arboretum, and running northerly by said Walter street and northeasterly by Centre street to land of Mary R. Peters and others; thence running southeasterly one hundred and seventy feet and northeasterly one hundred and forty feet by land of said Peters and others to said park; thence running southeasterly sixty five feet, southwesterly three hundred fifty seven and 17/100 feet and westerly two hundred seventy two and 64/100 feet to the point of beginning: containing one hundred and nine thousand four hundred and twenty six square feet, more or less, and shown on a plan made by J. Edwin Jones, Surveyor, dated November 1, 1892, on file in the office of the Board of Park Commissioners of said City of Boston, to which plan reference may be had for a more particular description of the granted premises.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston, its successors and assigns, in fee simple forever. And we do hereby, for ourselves, our heirs, executors and administrators, covenant with the said City of Boston, and its assigns, that said Caroline E. lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances

that we have good right to sell and convey the same to the said CITY OF BOSTON and its assigns forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON and its assigns forever against the lawful claims and demands of all persons.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said Edward M. Skinner and Caroline E. Skinner

have hereunto set our hands and seals this --- second --- day of --- December ---, in the year of our Lord one thousand eight hundred and ninety-two.

*Signed and sealed }
in presence of }*

E. M. Skinner Jr.,	Caroline E. Skinner	(seal)
witness to both.	Edward M. Skinner	(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. December 2, 1892

Then personally appeared the above-named Caroline E. Skinner and acknowledged the foregoing instrument to be her free act and deed,

Before me, Edward M. Skinner Jr.

Approved, *Justice of the Peace.*
Rocoe P. Owen. *City Conveyancer.*

Boston, December 3, 1892 2 h. 5 m. P.M.

Received and entered with Suffolk Deeds, lib. 2039 page 449

Attest, Thos. F. Temple. *Register.*

Know all men by these presents,

That we, William B. Small of Lewiston, in the State of Maine, and Maude H. Small (formerly known as Hattie M. Ingalls) wife of said William B, in the right of said Maude H.

In consideration of two thousand one hundred twenty-five dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston formerly Dorchester, and bounded and described as follows: beginning on the northerly line of Shelburne street at the division line between said parcel and land of said City of Boston, formerly of Rebecca M. Riley, and running northerly on said last mentioned land seventy five feet to other land of said City, formerly of Brainard B. Burbank; thence running easterly on said last mentioned land and on land formerly of Robert I. Burbank twenty five feet to other land of said City, formerly of said Robert I. Burbank; thence running southerly on said last mentioned land seventy five feet to Shelburne street; thence running westerly on said Shelburne street twenty five feet to the point of beginning: containing 1675 square feet, more or less, and being the same premises conveyed to Benjamin Dean, trustee under the last will of the late father of said Maude H., Paschal P. Ingalls, late of said Boston, deceased, by deed dated September 4, 1877, and recorded with Suffolk Deeds, Lib. 1402 fol 238, and vested in said Maude H. under the provisions of said will. And for said consideration we hereby release and convey to said City of Boston all our right, title and interest in and to the fee and soil of said Shelburne street.

The described premises were taken as belonging to Franklin H. Drew, trustee, and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location and laying out of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking

and that we will, and our --- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said William B. Small and Maude H. Small

have hereunto set hands, and seals this nineteenth day of October, in the year of our Lord one thousand eight hundred and ninety-two.

*Signed and sealed
in presence of*

F. M. Drew.

William B. Small (seal)

Maude H. Small (seal)

Commonwealth of Massachusetts.

STATE OF MAINE

Androscoggin Suffolk, ss.

October 19, 1892

Then personally appeared the above-named William B. Small and Maude H. Small and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Franklin M. Drew

Justice of the Peace.

Approved,
Roscoe P. Owen

City Conveyancer.

BOSTON, October 20 1892 3 h. ----- m. P. M.

Received and entered with Suffolk Deeds lib. 2090 page 424

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That we, Franklin Smith, Albe C. Clark and Richard C. Humphreys, all of Boston in the County of Suffolk and Commonwealth of Massachusetts, in our capacity as trustees under the will of George W. Smith, late of said Boston, deceased, which will was duly approved and allowed by the Probate Court for said County, on the 7th day of February, A.D., 1887, do, by virtue and execution of the power to us given in and by said will and of every other power and authority us hereby enabling

In consideration of two hundred and thirty-one dollars

to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby ~~give~~ grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, one undivided third part of two parcels of land and flats situated at Old Harbor in said Boston, shown on a plan of land in the City of Boston, Massachusetts, taken April 29, 1892, for a park, scale 200 feet to an inch, part 2, William Jackson, City Engineer, of said parcels are situated on the easterly side of the solid curved line shown on said plan which begins at Mt. Vernon street and runs easterly, northerly, and north-easterly on various curves across and beyond Burnham's channel; the first parcel is bounded westerly by said solid curved line 125 feet; northerly on land formerly of Augustus Russ, 1000 feet; southeasterly on Old Harbor Bay, 275 feet; southerly on land now or formerly of Willard Welch, 750 feet: containing according to said plan 77150 square feet.

The second parcel is bounded westerly by said solid curved line 215 feet; northerly by land formerly of Augustus Russ, 1125 feet; north-easterly on Old Harbor Bay, 200 feet; southerly on land formerly of Augustus Russ, 1225 feet: containing according to said plan 220,300 square feet. Be all or any of said measurements of said two parcels as above given, or more or less.

And we, the said trustees, if and so far as we have lawful authority as such trustees as aforesaid and no further

And for the above-named consideration do also hereby ~~give and~~ grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ~~our selves~~ ^{successors} and our ~~heirs~~, ~~executors~~, administrators, and assigns, covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan above mentioned

A.D. made by William Jackson, City Engineer, dated April 29, 1892, and filed in the office of said Park Commissioners, to ^{such trustees} and a copy thereof filed in the Reg. of Deeds for the Co. of Suffolk which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us ^{such trustees} as an account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

AND for the above-named consideration, and the further consideration that said City of Boston shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which ~~grantors~~ ^{successors} and their ~~heirs~~ and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we do hereby, ^{so far as} our authority as such trustees extends and no farther, declare, make and place our ~~place our~~ ~~heirs, executors, and administrators, covenant with said City of Boston,~~ ~~that-----and-----heirs and assigns will hold-----~~ said remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. ~~No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.~~ See 2nd page fol.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz: ^{place is projecting not more than} first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as ^{such roadway and walk} shall be maintained by said City of Boston, and the grantor, ^{successors} their ~~heirs~~ and assigns, and all owners or occupants of grantors' adjoining lands, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston
for the purposes of a public park.
in fee simple forever. And , the said

for — sel — and — heirs, executors and administrators, do — covenant with the
said City of Boston, that —

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that — have
good right to sell and convey the same to the said City of Boston forever as aforesaid; and that
will, and — heirs, executors and administrators shall warrant and defend the
same to the said City of Boston forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Franklin Smith, Albe C. Clark,
and Richard C. Humphreys, trustees as aforesaid

have hereunto set our hand s and
seals this -- thirtieth --- day of --- March ---- , in the year of our Lord one
thousand eight hundred and ninety-three

Signed and sealed }
in presence of }

Franklin Smith (seal)
Albe C. Clark (seal)
Richard C. Humphreys (seal)
Trustees under will of
George F. Smith, deceased.

Commonwealth of Massachusetts.

SUFFOLK, SS. April 27, 1893 .

Then personally appeared the above named Albe C. Clark, Trustee
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Roscoe P. Owen.
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, May 9, 1893 . 2h. 38m. P.M.

Received and entered with Suffolk Deeds, lib. 2123 fol. 239

Attest,
Charles F. Kimball, Ass't Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$400 nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of ^{brick or} stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Q.C. Release: Franklin Smith, Albe C. Clark, and Richard C. Humphreys, as we are trustees under the last will of George W. Smith, late of Boston, owners of an undivided third part of two certain parcels of marsh and flats and being a part of the estate whereof Richard Urann in said Commonwealth died seized.

Know all men by these presents,

That I, James M. Smith of Boston, in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land or flats situate in that part of said Boston known as South Boston and bounded as follows: north by the southerly line of East Ninth street; east by land or flats of said City, formerly of William H. Hart; south by the line of extreme low water in Old Harbor or of the limit of riparian ownership; west by other land or flats of said City formerly of said Hart, being the same premises conveyed to me by the Suffolk Brewing Company by deed dated October 1, 1889, and recorded with Suffolk Deeds, Lib. 1934, fol. 234.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed April 30, 1890 and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators.

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do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking

and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said James M. Smith and Ellen E. D. Smith, my wife who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the described premises.

have hereunto set our hands and
seals this 14th day of April, in the year of our
Lord one thousand eight hundred and 93

*Signed and sealed)
in presence of*

George B Smith

James M. Smith (seal)

Ellen E. B. Smith (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

April 14

1893

Then personally appeared the above-named James M. Smith
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
George B. Smith

Justice of the Peace.

Approved,

Roscoe P. Owen,

City Conveyancer.

BOSTON,

April 17

1893

2 h.

23 m.

P M.

Received and entered with Suffolk Deeds lib. 2122 page 618

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That, Edward M. Smith of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable considerations,

to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly West Roxbury and bounded and described as follows: beginning at the southeasterly corner of Pond and Burroughs street and running southeasterly on said Burroughs street 46 and 89/100 feet; thence running southwesterly by a curved line of 19 and 56/100 feet radius 31 and 6/100 feet, by a curved line of 1478 feet radius 330 and 5/100 feet, and by a curved line of 1912 feet radius 30 and 83/100 feet, partly on land now owned by Robert M. Morse and partly on other land of grantor to Eliot street; thence running northwesterly on said Eliot street 28 and 94/100 feet and by a curved line of 10 feet radius 16 feet to said Pond street; thence running northeasterly on said Pond street by two lines 150 and 10/100 feet, and 204 and 70/100 feet to the point of beginning containing 9725 square feet more or less, also all my right title and interest in and to the fee and soil of so much of said Burroughs, Pond, and Eliot streets as adjoins the described premises and is included within the lines of said park'

. The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed Dec. 24, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan

signed made by Alexis H. French C.E.

dated Dec 24, 1892, and filed in the office of said Park Commissioners, to which ~~a copy thereof~~ ^{the deed} filed in the registry of deeds in the County of Suffolk may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor me) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park. I hereby, for my self and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ~~cornices at the roof of the building~~ ^{riazas projecting not more than 10 feet}) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for my self and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking I was lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances, except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Edward M. Smith

have heremto set my hand and seal this fifth day of July, in the year of our Lord one thousand eight hundred and 94

Signed and sealed }
in presence of }

4 printed words having been stricken out and the word "seventy" interlined before signing.
Charles E. Hellier

Edward M. Smith (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. July 5 1894 .

Then personally appeared the above named Edward M. Smith and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Charles E. Hellier
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveycancer

BOSTON, July 6 18 94 . 4 h. 18 m. P M.

Received and entered with Suffolk Deeds, lib. 2210 fol. 510

Attest,
Thos F. Temple Register.

18

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, Alvin F. Sortwell of Cambridge in the Commonwealth of Massachusetts

In consideration of one hundred and three thousand and five hundred dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purpose of a public park all that parcel of land wharf and flats known as Comey's Wharf together with the buildings thereon situate in the northerly part of said Boston and bounded as follows: southwesterly by Commercial street, northwesterly by land and wharf known as Ripley's Wharf, formerly of Robert Ripley but more recently of Daniel R. Sortwell; northeasterly by the Harbor Com'rs' line in Boston Harbor; southeasterly by the division line between said Comey's Wharf and Fiske's Wharf as fixed by deed from Ebenezer N. Chaddock, to George Peabody, dated May 17, 1862, and recorded with Suffolk Deeds, Lib. 813, fol 57, and deed from said Peabody to said Chaddock dated May 19, 1862, and recorded with said deeds lib 813 fol 60 and by said line extended to Commercial street, subject to a right of way granted by said Chaddock to said Peabody by deed dated May 19, 1862 and recorded with said deeds lib 813 fol 58, as modified by an agreement of said last mentioned date recorded with said deed lib 865 fol 169, being the same premises conveyed by the said Shaddock to said Daniel R. Sortwell, by deeds dated Oct 5 1865 and recorded with said deeds lib 865 fol 170 and 171, also all that parcel of land, wharf and flats known as Ripley's wharf together with the buildings thereon situate in said Boston adjoining said Comey's Wharf and bounded as follows: southwesterly by Commercial street, northwesterly by land wharf and flats known as Gray's Wharf, northeasterly by said Harbor Com'rs line, southeasterly by the division line between said Ripley's wharf and said Comey's wharf as established by an indenture between Benjamin Comey and Robert Ripley, dated June 4, 1834, and recorded with Suffolk deeds lib 380 fol 145, being the same premises conveyed to said Daniel R. Sortwell by Annie M. T. Mills, guardian by deed dated July 8, 1891 and recorded with said deeds, lib. 2006 page 127.

My title to said Ripley's and Comey's wharves is derived by inheritance as sole heir at law of my father the said Daniel R. Sortwell, deceased intestate.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston passed Dec. 7, 1893, and the above named consideration has been received in full satisfaction and discharge of all my claims and demands against said City either as heir at law or as administrator of the estate of said Daniel R. Sortwell for damages and costs on account of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor
 , for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except as aforesaid,
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid, I, Gertrude W. Sortell, wife of said Alvin F.,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Alvin F. Sortwell and Gertrude W. Sortell

have hereunto set our hands and
seal s this 14th day of December, in the year of our
Lord one thousand eight hundred and 94.

Signed and sealed }
in presence of }

Herbert A. Chase to both	Alvin F. Sortwell,	(seal)
W. H. Crawford to both.	Gertrude W. Sortwell	(seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Dec 17 189 4

Then personally appeared the above-named Alvin F. Sortwell,
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
John C. Bullard

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, December 18 1894 3 h. 42 m. P M.

Received and entered with Suffolk Deeds lib. 2244 page 577

Attest,
Thos. F. Temple. Register.

Know all men by these presents,

That I, Ann Maria Spaulding of Boston in the Commonwealth of Massachusetts, widow, being the owner of a certain parcel of land situate in that part of said Boston formerly West Roxbury and bounded northerly by land of John D. Bryant et al., Trustees; easterly by a private way known as Lakeville place; southerly by land of James L. Gorham; and westerly by the public park known as Jamaica Park, in consideration of one dollar to me paid by said City of Boston, the receipt whereof is hereby acknowledged, and the further consideration that said City shall construct along the boundary line of said park and adjoining my said premises a roadway and walk to which I and my successors and assigns (owners or occupants of my said adjoining premises) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City, or by any other board or department having for the time being the control and management of said park, do hereby for myself, my heirs, executors and administrators covenant and agree with said City of Boston, that I and my heirs and assigns will hold my said land adjoining said park and to a distance of one hundred feet therefrom subject to the following restrictions which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land.

remaining land abutting upon said park, and do also, for ~~set~~ and ~~heirs,~~
~~executors, administrators, and assigns, covenant and agree with the said City of Boston that~~
~~will not and they shall not make or have any claim or demand against said city for damages~~
~~in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to~~
~~support such filling, or to support the bank on the line of said park, where cutting down is~~
~~required for such grading, and further that~~ will not, and they shall not remove or permit
~~to be removed by any person other than the officers or agents of said city any portion of the~~
~~filling placed or sloped upon~~ said remaining land abutting upon said park in grading the
~~same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon~~
~~the line of~~ said remaining land abutting upon said park. The described premises are
~~shown on a plan~~

made by

dated , and filed in the office of said Park Commissioners, to
 which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that ^{1/2 of} ~~if~~ any betterments ~~are~~ assessed
 upon estates belonging to ~~me~~ on account of the laying out and construction of said park,
 said betterments shall be assumed by said City of Boston, but nothing herein contained
 shall be construed as requiring the removal of any bldg. now on the above
 described premises.

AND for the above-named consideration, and the further consideration that said
 City of Boston shall construct along the boundary line of said park, within said parcel
 of land, a roadway and walk to which ~~and~~ ~~heirs and assigns, (owners or occu-~~
~~pants of adjoining lands of grantor.)~~ shall have free access, with the right to use the same for
 the purposes of a way, subject to such reasonable rules and regulations as may from time to time
 be made by the Park Commissioners of said city, or by any other board or department
 having for the time being the control and management of said park, ~~herby for~~
~~set~~ and ~~heirs, executors, and administrators, covenant with said City of Boston,~~
 that ~~and~~ ~~heirs and assigns will hold~~ remaining land abutting upon said
 park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
 which shall be inserted or referred to in any conveyance hereafter made by ~~of the whole~~
 or any part of said restricted land :—

1. No building erected or placed upon said premises shall be used for a livery or public
 stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in
 height above the basement or cellar, nor ~~exceed sixty feet in height from the mean grade of the~~
~~edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or~~
~~chapels,~~ and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of
 more than two houses, nor wooden house or block standing at a distance less than five feet from
 the side line of the lot upon which the same is placed, and no wooden house costing less than
 five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
 apartment house costing less than four thousand dollars per suite of apartments, exclusive in
 each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from
 the exterior line of said park; provided that steps, windows, porticos, and other usual projections
 appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-
 five feet, subject to the following limitations, viz.: first, that no projections of any kind (other
 than door-steps and balustrades connected ^{plazas projecting not more than 10 feet} therewith, and also ~~cornices~~ at the roof or the build-
 ing) shall extend more than five feet from the rear line of the aforesaid space; second, that no
 projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
 foundation wall sustaining the same (such foundation wall being a projection of the front wall),
 will be allowed (excepting oriel windows above the first story on a street corner), unless any
 horizontal sections of such projections would fall within the external lines of trapezoids, the
 sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
 whole front of the building, and the base of any one of which trapezoids does not exceed
 eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each
 house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk
 shall be maintained by said City of Boston, and ~~the grantor~~ I and my heirs and assigns,
 owners or occupants of ^{my said} ~~grantor~~ adjoining lands, shall have free access thereto and liberty to
 use the same for the purposes of a way, subject to the rules and regulations aforesaid.

~~#~~ exceed 70 ft in height to the highest point of the roof from the mean
 grade of the adjoining sidewalk, or above the grade of the ground at the
 principal front of the bldg., in case the grade of said ground is above
 the grade of said parkway.

~~TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston~~
~~in fee simple forever. And ----- the said -----~~

~~for ----- sel ----- and ----- heirs, executors and administrators, do ----- covenant with the~~
~~said City of Boston, that -----~~
~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, -----~~

~~that ----- have~~
~~good right to sell and convey the same to the said City of Boston forever as aforesaid; and that -----~~
~~will, and ----- heirs, executors and administrators shall warrant and defend the~~
~~same to the said City of Boston forever against the lawful claims and demands of all persons. -----~~

IN WITNESS WHEREOF, I the said Ann Maria Spaulding

have hereunto set my hand and
seal this -- eighth ---- day of --December --, in the year of our Lord one
thousand eight hundred and ninety-six.

Signed and sealed }
in presence of }

Emma F. Spaulding. Ann Maria Spaulding (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, December 31 1896 .

Then personally appeared the above named Ann Maria Spaulding
and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Humphrey W. Brooks
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, January 25 1897 . 4 h. 35m. P. M.

Received and entered with Suffolk Deeds, lib. 2416 fol. 359

Attest,
Thos. F. Temple. Register.

294

18

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, George H. Spence of Boston, in the Commonwealth of Massachusetts

In consideration of three hundred fifty dollars

to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston,

formerly Roxbury, and bounded and described as follows: beginning

at the intersection of the easterly line of Kimball street with the northerly line of Craft street and running northerly on said Kimball street 50 feet to land of said city formerly of Charles A. Morss; thence running easterly on said land formerly of said Morss five and 91/100 feet to other land of grantor; thence running southerly on said last mentioned land by a curved line of four thousand feet to said Craft street radius fifty feet; thence running westerly on said Craft street six and 37/100 feet to the point of beginning: containing three hundred ten square feet more or less, & being a portion of the premises conveyed to me by deed of Otis^H Weed dated July 1, 1873 and recorded with Suffolk Deeds lib. 1171 fol. 294 and for said consideration I do^{also} hereby release and convey to said city all my right, title and interest in and to the fee and soil of so much of said Kimball and Craft streets as borders upon the described premises and is included within the lines of said park as is shown on the plan hereinafter mentioned.

The described premises were taken and laid out as part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of and the laying out of said park.

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, taken April 30, 1890, under chap. 185 of the Acts of 1875, made by Alexis H. French, Civil Engineer, dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said George H. Spence and Fannie J. Spence, wife of the said George H. who joins herein in token of her release of all right and title of or to both dower and homestead in the granted premises.

have hereunto set our hands and seals this eighth ----- day of December, in the year of our Lord one thousand eight hundred and ninety-two.

Signed and sealed }
in presence of }

George H. Spence, (seal)
Fannie J. Spence, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, December 12, 1892 .

Then personally appeared the above named George H. Spence and acknowledged the foregoing instrument to be his free act and deed.

Before me,
William Sigourney Otis,
Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, February 4, 1893 . 11h. 7 m. A.M.

Received and entered with Suffolk Deeds, lib. 2110 page 458

Attest, Thomas F. Temple, Register.

189

CITY OF BOSTON.

TO THE

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, Frederick J. Stark of Boston in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Dorchester lying north-easterly from Neponset avenue and bounded as follows: westerly by land of said City formerly of Sarah E. Pratt and of Lottie E. Brown, 444 and 6/10 feet; northerly by other land of said City formerly of M. Burr Crandall and of William E. C. Swan by the centre line of Pine Neck Creek so-called 220 feet; easterly by other land of said City formerly of Sarah E. Pratt 423 and 4/10 feet; southerly by land of Munier, land of Simpson, and land of Hammond, 231 and 7/10 feet: containing 84,000 square feet, more or less and being the same premises conveyed to me by deed of Jonas P. Tolman, dated January 22, 1896, and recorded with Suffolk Deeds, lib. 2337, page 45, and deed of Alice Houghton and others dated January 15, 1896, and recorded with said deed lib. 2342, page 622.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the 14th day of December 1896, and the above named consideration has been received in full satisfaction and discharge of all my claims and demands against said City for damages, costs, expenses, and compensation for on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Bertha H. Stark wife of the said Frederick J.

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Frederick J. Stark and Bertha H. Stark

have hereunto set our hands and seal^s this 18th day of January, in the year of our Lord one thousand eight hundred and 99

Signed and sealed }
in presence of }

Frederick J. Stark (seal)
Bertha H. Stark (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. January 23 1899

Then personally appeared the above-named Frederick J. Stark and acknowledged the foregoing instrument to be his free act and deed, Before me, John T. Wheelwright

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, March 2 1899 4 h. 17 m. P M.
Received and entered with Suffolk Deeds lib. 2590 page 18

Attest,
Thos F. Temple. Register.

Know all men by these presents,

That we, James H. Stark and Frederick Stark both of Boston in the Commonwealth of Massachusetts, as we are trustees under two certain deeds of trust dated respectively February 7, 1886 and July 14 1891, and recorded with Suffolk Deeds, lib. 1809, page 104, and lib. 2007 page 473,

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Dorchester, lying north-easterly from Neponset avenue and bounded as follows: northwesterly by other land of said trustees 68 and 5/10 feet; northeasterly by land of said City formerly of H. Burr Crandall, 117 and 5/10 feet; southerly and southwesterly by other land of said City formerly of Henry B. Blackwell by the centre line of Pine Neck Creek, so-called, about 150 feet: containing 6670 square feet more or less, and being a portion of the premises conveyed to the said James H. Stark by William H. Reed by deed dated May 11, 1886, and recorded with Suffolk Deeds, lib 1722 page 623.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the 14th day of December 1896, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said trustees, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said James H. Stark and Frederick J. Stark, Trustees as aforesaid

have hereunto set our hands and seal s this 18th day of January, in the year of our Lord one thousand eight hundred and 99

Signed and sealed }
in presence of }

Charles C. Barton to both

James H. Stark (seal)

Frederick J. Stark (seal)

Trustees under two certain deeds of trust recorded with Suffolk Deeds lib. 1809 page 104, lib 2007 page 476

Commonwealth of Massachusetts.

SUFFOLK, ss. January 18 189 9

Then personally appeared the above-named James H. Stark & Frederick J. Stark, and acknowledged the foregoing instrument to be their free act and deed,

Before me,
Charles C. Barton

Justice of the Peace.

Approved,
Roscoe P Owen

City Conveyancer.

BOSTON, March 2 189 9 4 h. 17 m. P M.
Received and entered with Suffolk Deeds lib. 2590 page 17

Attest,
Thos F. Temple Register.

Know all men by these presents,

That I, James H. Stark, of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable consideration paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situated in that part of said Boston formerly Roxbury, bounded and described as follows, viz: southeast by land of Henry D. Williams and others now or formerly 574 feet; southwest by lot numbered 8 on the plan hereinafter mentioned 21 and 20/100 feet; northwest by land supposed to belong to Isaac N. Tucker 577 feet and easterly by lot marked E on said plan 37 and 77/100 feet: containing 15758 square feet more or less, and being lot marked 5 and shown on a plan made by the C.H.W. Wood Company, surveyors, dated April 17, 1899, on file in the office of the Park Commissioners of said City a blue print of which is to be recorded with Suffolk Registry of Deeds.

Also all my right, title and interest whether of passage or otherwise in or over the whole of said lot 8 on said plan.

And for said consideration I hereby release and discharge said City of Boston from any and all claims for damages, costs, and expenses in consequence of the taking of said land numbered 5 and 8 on said plan by a vote of the Board of Park Commissioners of said City passed May 29, 1899. This conveyance is made subject to the tax assessed May 1, 1899, and to any lien or assessment for the extension or construction of Columbus avenue all of which said City assumes.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except as aforesaid and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me except as aforesaid but against none other.

AND for the consideration aforesaid, I, Kate Stark wife of said James H. Stark

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said James H. Stark and Kate Stark

have hereunto set our hands and seals this 21st day of June, in the year of our Lord one thousand eight hundred and 99

Signed and sealed }
in presence of }

C. F. Day to J.H.S.

James H. Stark (seal)
Kate Stark (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. June 21 1899

Then personally appeared the above-named James H. Stark and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Chas Frank Day

Justice of the Peace.

Approved,
Chas Frank Day
City Conveyancer.

BOSTON, June 21 1899 1h. 53m. P M.
Received and entered with Suffolk Deeds lib. 2615 page 459

Attest,
Thos F. Temple Register.

Know all men by these presents,

That I, James H. Stark of Boston in the Commonwealth of Massachusetts

In consideration of one dollar to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, all my right, title and interest in and to a certain tract of land situate in that part of said Boston formerly Roxbury, and bounded and described as follows, viz: southeasterly by Columbus avenue 42 and 42/100 feet; westerly and southwesterly by land of said City of Boston, by an irregular line 189 and 76/100 feet; 43 and 50/100 feet; 46 and 62/100 feet; 45 and 14/100 feet; 37 and 77/100 feet, and 30 and 70/100 feet; northwesterly by land claimed by persons unknown 42 and 79/100 feet; northeasterly by land formerly of Saunders and Burnham now of said City 61 and 72/100 feet and easterly by land formerly of the West End Street Railway Company, now of said City, 207 and 95/100 feet and 117 and 63/100 feet: containing 12673 square feet, more or less and being lots marked A.B.C.D.E.F. on a plan made by the C.H.W. Wood Company Surveyors, dated April 17, 1899 and on file in the office of the Board of Park Commissioners of said City of Boston.

And for said consideration I hereby discharge said City of Boston from any and all claims I have growing out of the takings of the described premises or of parts thereof, by votes of said Board of Park Commissioners passed May 29, 1899, and January 1, 1900.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And , the said , for sel and heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by _____ and that _____ will, and _____ heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under _____ but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we _____ the said James H. Stark and Kate Stark, his wife, who joins herein for the purpose of releasing her interest to dower and homestead in said land.

_____ have hereunto set our hands and seals this _____ 31st _____ day of December _____, in the year of our Lord one thousand nine hundred and two

*Signed and sealed }
in presence of }*

James H. Stark (seal)
Kate Stark (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. December 31, 190 2

Then personally appeared the above-named _____ James H. Stark,
and acknowledged the foregoing instrument to be his _____ free act and deed,
Before me,
Chas Frank Day

Justice of the Peace.

Approved,
Chas Frank Day.
City Conveyancer.

BOSTON, January 16 190 3 4h. 12 m. P M.

Received and entered with Suffolk Deeds lib. 2875 page 582

Attest,

Thos F Temple *Register.*

Know all men by these presents,

That I, Alpheus M. Stetson, of Boston, in the Commonwealth of Massachusetts,

In consideration of one dollar, and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land and flats situate in that part of said Boston known as South Boston and bounded as follows: westerly by K street; northerly by land of said City, formerly of the heirs of Jeremiah Brown; easterly by other land of said City, formerly of John C. Phillips and others; southerly by the line of extreme low water in Old Harbor or of the limit of riparian ownership; being lot numbered nineteen (19) on a plan made by Alexander Wedsworth, dated May 10, 1859, and recorded with Suffolk Deeds, Lib 758 fol. 98, together with all the flats appurtenant to said lot. And for said consideration I do also hereby release to said City all my right, title, and interest in and to the fee and soil of so much of said K street as adjoins the above described parcel.

The described premises were taken for the purposes of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said Stetson
 , for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Alpheus M. Stetson

have hereunto set my hand and seal this twenty-eighth day of January, in the year of our Lord one thousand eight hundred and ninety-three

*Signed and sealed }
 in presence of }*

Alpheus M. Stetson, (Seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

January 28

189 3

Then personally appeared the above-named Alpheus M. Stetson
 and acknowledged the foregoing instrument to be his free act and deed,
 Before me,

William R. Howland

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON, February 1, 189 3 4 h. 19 m. P. M.

Received and entered with Suffolk Deeds lib. 2110 page 99

Attest,

Register.

Know all men by these presents,

That we, Fannie B. Stetson, unmarried, of Boston, Frederick W. Stone, Charles A. Stone, and Mary A. Stone, widow, all of Newton, and Mary A. Forness, daughter of Edward Forness of Peabody, all in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, three undivided fourth parts of a certain parcel of marsh and flats situate in that part of said Boston formerly Dorchester and bounded as follows: westerly by the location of the Old Colony Railroad, as it existed at the time of the taking hereinafter mentioned; northerly by land or flats of said City, formerly of Stephen P. Weld, Trustee; easterly by a parcel of land or flats conveyed to said City by these grantors and others by deed recorded with Suffolk Deeds, lib. 2107 page 522; southerly and southeasterly by marsh and flats of said City, formerly of John P. and Henry C. Howe: containing about 8000 square feet of marsh and about 79000 square feet of flats, and being the same premises taken as the property of the heirs of Frederick A. Green by the Board of Park Commissioners of said City of Boston on the 9th day of June 1897.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us except said taking and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us except as aforesaid but against none other.

AND for the consideration aforesaid, I, Emma C. Stone wife of the said Frederick W. do hereby release unto the said City of Boston its successors and assigns all right of dower and homestead exemption in the granted premises. And for the consideration aforesaid I, Edward Forness do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower--~~and homestead exemption in the granted premises.~~ curtesy or other right, title and interest in the granted premises.

IN WITNESS WHEREOF, we the said Fannie B. Stetson, Frederick W. Stone, Charles A. Stone unmarried, Mary A. Stone, Mary A Forness, skinglewoman, and Edward Forness, unmarried and Emma C. Stone

have hereunto set our hands and seal s this sixth day of , in the year of our Lord one thousand nine hundred and

Signed and sealed }
in presence of }

Fannie B. Stetson	(seal)
Fred'k W. Stone	"
Charles A. Stone	"
Mary A Stone	"
Mary A Forness	"
Edward Forness	"
Emma C. Stone	"

Commonwealth of Massachusetts.

SUFFOLK, ss.

June 6

190 0

Then personally appeared the above-named Frederick W. Stone and acknowledged the foregoing instrument to be his free act and deed, Before me,

Geo. R. Blinn

Justice of the Peace.

Approved,

Roscoe P Owen

City Conveyancer.

BOSTON, June 12 190 0 1 h. 32 m. P M.

Received and entered with Suffolk Deeds lib. 2689 page 357

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That I, William Stanford Stevens of Boston in the Commonwealth of Massachusetts.

In consideration of five hundred and one dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded and described as follows: Beginning on the northerly line of Pond street at its intersection with a curved line of 1019 and 68/100 feet radius, as shown on the plan hereinafter mentioned, and running southerly^{east} on other land of grantor by said curved line, 155 feet to land of said City formerly of the heirs or devisees of Richard Clapp; thence running southwesterly on said last mentioned land, 48 and 87/100 feet to Pond street; thence running northwesterly on said Pond street, 149 and 32/100 feet to the point of beginning: containing 3340 square feet, more or less; being a portion of the premises conveyed to me by deeds recorded with Suffolk Deeds lib. 1852. fols. 246, 247 and 248; and for said consideration I do hereby release and convey to the said City all my right, title and interest in and to the fee and soil of so much of said Pond street as borders upon the above described parcel and is included within the lines of said park as shown on said plan.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation on account of said taking and the laying out and construction of said park.

And for the above-named consideration --- I ---- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my remaining land abutting upon said park, and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Mass., taken April 29, 1892 for a park under chap. 185 of the Acts of 1875, made by Wm. Jackson City Eng'r dated April 29, 1892, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land ~~abutting upon said park~~ ^{said park}, and to a distance of one hundred feet ~~therefrom~~, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park: provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I , the said Grantor for my self and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking I was lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said William Stanford Stevens, having no wife

have hereunto set my hand and seal this ---- seventh --- day of November ---- , in the year of our Lord one thousand eight hundred and ninety-two.

Signed and sealed }
in presence of }

William Stanford Stevens

Roscoe P. Owen.

Commonwealth of Massachusetts.

SUFFOLK, SS. November 7 1892 .

Then personally appeared the above named William Stanford Stevens and acknowledged the foregoing instrument to be his free act and deed.

Before me,
Roscoe P. Owen
Justice of the Peace.

Approved.
Roscoe P. Owen
City Conveyancer.

BOSTON, November 7, 1892 . 2 h. 20 m. P.M.

Received and entered with Suffolk Deeds, lib. 2094 page 102
Attest, Thomas F. Temple.
Register.

189

CITY OF BOSTON.

TO THE

(PARKWAY, SO. BOSTON.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, William Stanford Stevens of Boston, in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, all my right, title and interest in and to a certain parcel of land situate in that part of said Boston which was formerly Dorchester, being a portion of Pond street, and bounded as follows: Southwesterly by the park line established by the Board of Park Commissioners of said City, on the 29th day of April, 1892; northerly by a parcel of land belonging to the grantor which the Board of Street Commissioners of said City proposes to take for the widening of Boston street, said last mentioned parcel being shown and colored red on the plan hereinafter referred to, and said northerly boundary line measuring 45 and 50/100 feet; northeasterly by another portion of said Pond street, which said Board of Street Commissioners proposes to discontinue being the parcel shown and colored blue on said plan, there measuring on a curve of 450 feet radius, 154 and 3/100 feet; and said northeasterly boundary line being the new park line to be established by said Board of Park Commissioners.

And for the above-named consideration --- I --- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said park, and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan to be recorded herewith, signed

made by F. O. Whitney, Surveyor.

dated July 20, 1893, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for my self and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, ^{said new park line extended on a curve of 450 ft. radius to the present easterly line of Boston street} which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

~~2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. see 2nd page fol.~~

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than 8 feet} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston in fee simple forever. And ~~I~~ the said unmarried

~~for myself and my heirs, executors and administrators, do covenant with the said City of Boston, that lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances.~~

that ~~I~~ have good right to sell and convey the same to the said City of Boston forever as aforesaid; and that ~~I~~ with and my ~~heirs, executors and administrators~~ shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said William Stanford Stevens, being unmarried

have hereunto set my hand and seal this -- seventh, ---- day of -- August -- , in the year of our Lord one thousand eight hundred and ninety-three

*Signed and sealed)
in presence of)*

16 printed words having been stricken out on the 2nd page, and ²¹¹ William Stanford Stevens (seal) the printed words of covenant on the 3rd page, and 36 words interlined before signing.

Geo. F. Clarke,

Commonwealth of Massachusetts.

SUFFOLK, ss. August 7, 1893 .

Then personally appeared the above named William Stanford Stevens and acknowledged the foregoing instrument to be his free act and deed,

Before me,

George F. Clarke,

Justice of the Peace.

Approved,

Charles Frank Day,
City Conveyancer.

BOSTON, August 25, 1893 . 2 h. 20m. P.M.

Received and entered with Suffolk Deeds, lib. 2150 fol. 138

Attest,

Thos. F. Temple.

Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of brick or stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That we, William B. Stevens and Hales W. Suter, as we are trustees of the Maverick Land Company under and by virtue of the terms of an instrument recorded with Suffolk Deeds, lib. 1474, fol. 26.

In consideration of five hundred dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land or flats situate in that part of said Boston known as East Boston, and bounded as follows; viz., North by the southerly line of Putnam street 198 and 25/100 feet, east by the westerly line of Front street, 139 and 78/100 feet, south by the northerly line of said Putnam street extended southeasterly at a right angle with Cottage street, 195 feet, west by the location of the Boston, Revere Beach and Lynn railroad, 104 and 1/100 feet, together with all our right, title and interest as such trustees in and to so much of said Putnam and Front streets as abuts upon the described premises. Said parcel contains 23,770 square feet, more or less, and is shown on a "plan of the Extension of Wood Island Park", dated July 20, 1891, and filed in the office of the Board of Park Commissioners of said City, to which reference may be had for a more particular description.

And for the abovenamed consideration we do also grant unto the said City of Boston the right to slope or bank the filling where required for grading said park to the grade to be established therefor by said Board of Park Commissioners upon our remaining land abutting upon said park, and do also for ourselves and our successors covenant and agree with said City that we will not, and they shall not, make or have any claim or demand against said City for damages in consequence of the omission of said City to build or maintain a retaining wall or bulkhead to support such filling. And, further, that we will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park.

And it is understood and agreed by and between said trustees and said City that if the said trustees, their successors or assigns, shall first fill their remaining land east of said railroad, said City will support the filling placed thereon on the line between the granted parcel and said remaining land, either by filling its own land or by building a retaining wall at the option of said City.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And _____, the said _____, for _____, sel _____ and _____ heirs, executors and administrators.

do covenant with the said City of Boston, and its assigns, that the premises are free from all
incumbrances made or suffered by _____
_____ and that _____ will, and _____ heirs, executors and administrators
shall, warrant and defend the same to the said City of Boston, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under
but against none other.

AND for the consideration aforesaid,

do hereby release unto the said City of Boston, its successors and assigns, all right of dower
and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said William B. Stevens and Hales W. Suter
trustees as aforesaid

have hereunto set our hands and
seals this ---- fifteenth ----- day of --- August ---- , in the year of our
Lord one thousand eight hundred and ninety-one.

Signed and sealed }
in presence of }

Witness to signature of
Wm. B. Stevens
Elizabeth C. Stevens.

William B. Stevens (seal)
Hales W. Suter (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. January 27 189 2

Then personally appeared the above-named Hales W. Suter, Trustee
and acknowledged the foregoing instrument to be his free act and deed,
Before me,

Roscoe P. Owen.

Justice of the Peace.

Approved,

Roscoe P. Owen.

City Conveyancer.

BOSTON, January 27 189 2 2 h. 32 m. P. M.

Received and entered with Suffolk Deeds lib. 2040 page 60

Attest,

Thos. F. Temple

Register.

Know all men by these presents,

That WHEREAS, I, James Stevenson of Brookline in the Commonwealth of Massachusetts, am seized in fee of a certain parcel of land situate in that part of Boston in said Commonwealth known as Longwood, bounded southeasterly by Bellevue street, 105 feet, southwesterly by land of Sears, 187 and 5/10 feet, northwesterly by the public park established

~~In consideration of --
to -- paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park --~~

by the Board of Park Commissioners of said City of Boston, by an act passed April 30, 1890, there measuring 112 feet, and northeasterly by land now or late of Thomas J. Emery, trustee, 148 feet, being the same premises conveyed to me by deed of James H. Foy et al., dated April 7, 1885, and recorded with Suffolk Deeds, lib. 1676 fol. 553, and shown on a plan signed by Henry M. Wightman, City Engineer, dated October 25, 1883, and recorded with said Deeds, lib. 1622, fol. 522.

AND, WHEREAS, for the consideration hereinafter named, I have agreed to grant to said City the rights and easements hereinafter mentioned, and to impose upon my said land above described the restrictions hereinafter set forth.

NOW, THEREFORE, I, the said James Stevenson, in consideration of one dollar to me paid by the said City of Boston, the receipt whereof is hereby acknowledged

~~And for the above named consideration --- I --- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my~~

^{said}
~~remaining~~ land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting down is~~ ^{Stet.} required for such grading, and further that will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my ~~remaining~~ land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of ~~said remaining~~ land abutting upon said park. ~~The described premises are shown on a plan~~

made by _____,
 dated -- _____, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

~~This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to ----- on account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.~~

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, ^{adjoining} ~~within~~ said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor .) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my ^{said} ~~remaining~~ land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park ; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{plazzas projecting not more than ten feet} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

rights & easements
TO HAVE AND TO HOLD the aforegranted ~~premises~~ to the said City of Boston
in fee simple forever. And ~~the said~~

for ~~sel~~ and ~~heirs, executors and administrators, do~~ ~~covenant with the~~
~~said City of Boston, that~~

~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~

~~that ----- have~~
~~good right to sell and convey the same to the said City of Boston forever as aforesaid; and that~~
~~will, and ----- heirs, executors and administrators shall warrant and defend the~~
~~same to the said City of Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said James Stevenson and Grace Steven-
son, my wife, who joins herein in token of her release of all right and
title of or to both dower and homestead in the described premises so
far as necessary to carry into full force and effect the foregoing grant
and agreement of the said James.

have hereunto set our hands and
seals this ---- twenty-first day of June -----, in the year of our Lord one
thousand eight hundred and ninety-four.

Signed and sealed)
in presence of)

213 words having been stricken
out and 9 words interlined before
signing.

James Stevenson (seal)
Grace Stevenson (seal)

Roscoe P. Owen.

Commonwealth of Massachusetts.

SUFFOLK, SS.

June 21 18 94.

Then personally appeared the above named James Stevenson.
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roscoe P. Owen.
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, June 21, 1894 . at 1 h. 40 m. P.M.

Received and entered with Suffolk Deeds, lib2206 fol. 546

Attest,

Register.

324

PUBLIC PARK DEED.

TO THE

CITY OF BOSTON.

18

Know all men by these presents,

That I, Grace Stevenson, wife of James Stevenson of Brockline in the Commonwealth of Massachusetts,

In consideration of twenty-thousand six hundred and forty-eight and $69/100$ dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston which was formerly Roxbury bounded and described as follows: beginning at the north-easterly corner of said parcel at a passageway hereinafter described and running south-westerly on land of said City formerly of Caroline H. Clarke 95 and $93/100$ feet to other land of said City formerly of I. Bartlett Patten, thence running northwesterly on said last mentioned ^{land} 132 and $80/100$ feet to Longwood street as it existed prior to the taking hereinafter mentioned thence running northeasterly on said Longwood street 104 and $21/100$ feet to other land of said City formerly of Mary E. Palmer; thence running southeasterly 75 and $54/100$ feet, southwesterly 5 feet and southeasterly again 56 and $5/10$ feet, all on said land formerly of Mary E. Palmer to said pasageway; thence running still southeasterly on said passageway 10 feet to the point of beginning: containing 13641 and $3/10$ square feet, more or less; also one undivided half of another parcel of land adjoining the above described parcel and being a common passageway bounded and described as follows; beginning on the southwesterly line of Longwood avenue at said land formerly of Mary E. Palmer and running southeasterly on said Longwood avenue 10 feet to said land formerly of Caroline H. Clarke; thence running southwesterly on said last mentioned land 80 feet to the parcel first above described; thence running northwesterly on said above described parcel 10 feet to said land formerly of Mary E. Palmer; thence running northeasterly on said last mentioned land 80 and $1/10$ feet to the point of beginning: containing 800 and $5/10$ square feet, more or less; also all my right title and interest in and to the fee and soil of said Longwood street; for a more particular description of these premises reference may be had to a plan made by Alexis W. French, C.E. dated April 30, 1890, and filed in the office of the Board of Park Commissioners of said City of Boston.

The described premises were taken and laid out as a part of a public park by an act of said Park Commissioners passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
 and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Grace Stevenson and James Stevenson husband of said Grace, who joins herein in token of his consent hereto and to release any possible right, title or interest in the described premises.

have hereunto set our hands and
 seals this 21st day of June, in the year of our
 Lord one thousand eight hundred and 94

*Signed and sealed }
 in presence of }*

Roscoe P Owen

Grace Stevenson, (seal)
 James Stevenson (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. June 21 189 4

Then personally appeared the above-named Grece Stevenson
 and acknowledged the foregoing instrument to be her free act and deed,
 Before me,

Roscoe P Owen
Justice of the Peace.

Approved,

Roscoe P Owen
City Conveyancer.

BOSTON, June 21 189 4 1 h. 40 m. P M.

Received and entered with Suffolk Deeds lib. 2206 page 545

Attest,
 Thos F. Temple *Register.*

Know all men by these presents,

That we, Ellen Sullivan, widow, and John Murphy both of Brookline, in the Commonwealth of Massachusetts, devisees under the last will of John Sullivan late of said Brookline, deceased.

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate partly in said Boston and partly in said Brookline and bounded and described as follows: beginning on the northeasterly line of said parcel at its intersection with the former boundary line between said Boston and Brookline and running southeasterly on land formerly of Ann Hober, 5 and 5/10 feet to land formerly of Catherine D. Hancock; thence running southwesterly on said last mentioned land and on lands formerly of Conrad Decker, Daniel Madlen, Catherine Nols and the heirs of Thomas McMahon, 140 and 5/10 feet to land formerly occupied by the brook channel; thence running northwesterly on said last mentioned land 5 and 3/10 feet to said former boundary line between Boston and Brookline; thence running northeasterly by said former boundary line 140 and 5/10 feet to the point of beginning: containing 758 and 7/10 square feet, more or less, being a portion of the premises conveyed to said John Sullivan by Catherine D. Hancock, by deed dated November 21, 1873 and recorded with Norfolk Deeds lib. 452 fol. 13. The northwesterly corner of the released parcel is distant 85 feet southeasterly from Brookline avenue and the northeasterly corner of said parcel is distant 75 feet northwesterly from Bowler street.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1880, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And-----, the said-----
 , for-----sel-----and-----heirs, executors and administrators-----

~~do covenant with the said City of Boston, and its assigns, that the premises are free from all~~
~~incumbrances made or suffered by~~
~~and that-----will, and-----heirs, executors and administrators~~
~~shall warrant and defend the same to the said City of Boston, and its assigns forever, against~~
~~the lawful claims and demands of all persons, claiming by, through or under-----~~
~~but against none other.~~

~~AND for the consideration aforesaid,-~~

~~do hereby release unto the said City of Boston, its successors and assigns, all right of dower--~~
~~and homestead exemption in the granted premises.---~~

IN WITNESS WHEREOF, we the said Ellen Sullivan and John Murphy

have hereunto set our hands and
seals this tenth day of December , in the year of our
Lord one thousand ~~nine~~ hundred and eight hundred and ninety-one

Signed and sealed }
in presence of }
P. O'Loughlin
to both

her
Ellen X Sullivan, (seal)
mark
John Murphy, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, December 10, 1891 190

Then personally appeared the above-named John Murphy
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Patrick O'Loughlin,

Justice of the Peace.

Approved,
Roscoe P. Owen,

City Conveyancer.

BOSTON, December 12, 1891 190 1 h. 50 m. P. M.

Received and entered with Suffolk Deeds lib. 203.5 page 262

Attest,
Thomas F. Temple,

Register.

Release of all demand,
Lawrence J. Morris, Ex.

December 10, 1891.

Approved, Roscoe P. Owen

Know all men by these presents,

That I, Owen Sullivan of Boston in the Commonwealth of Massachusetts

In consideration of eight hundred and fifty dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Roxbury and bounded as follows:Southwesterly by Hunneman street, 22 and 25/100 feet; northwesterly by land of said City formerly of Patrick H. Garrity, 49 and 85/100 feet; northeasterly by other land of said City formerly of John McWeeny, 21 and 90/100 feet; southeasterly by other land of said City formerly of Charles N. Fairbairn, 45 and 66/100 feet: containing 1045 square feet, more or less; being the same premises conveyed to me by said John McWeeny by deed dated April 30, 1897, and recorded with Suffolk Deeds, lib.2438 page 206, and being shown on a plan signed by William Jackson, City Engineer, dated August 17, 1897 and deposited in the office of the Board of Park Commissioners of said City of Boston.

The described premises were taken for the purposes of a public playground by said Board of Park Commissioners on the seventeenth day of August, 1897, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston for damages, costs, expenses and compensation for, on account of or in any way growing out of said taking.

This conveyance is made subject to taxes for the current year, which said City is to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor , for my self and my heirs, executors and administrators.

530
do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except as aforesaid

and that I will, and ---- my ---- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower -- and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Owen Sullivan, being unmarried

have hereunto set my hand and seal this -- twenty-fourth -- day of -- August ---- . in the year of our Lord one thousand eight hundred and ninety-seven

*Signed and sealed
in presence of*

F. M. Perry.

Owen Sullivan (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

August 27

189 7

Then personally appeared the above-named Owen Sullivan and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Frank M. Perry

Justice of the Peace.

Approved,

Roscoe P. Owen
City Conveyancer.

BOSTON, August 31 1897 3 h. 14m. P.M.

Received and entered with Suffolk Deeds lib. 2466 page 287

Attest,

Thos. T. Temple.

Register.

Know all men by these presents,

That I, William E. C. Swan of Stoughton. in the Commonwealth of Massachusetts

In consideration of eight hundred thirty-three and 50/100 dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate near Tolman street, in that part of said Boston formerly Dorchester, and bounded as follows: Southwesterly by land of said City formerly of H. Burr Grandall, 353 feet; northwesterly by other land of grantor, 251 and 56/100 feet; northeasterly by a court leading to said Tolman street, 4 and 42/100 feet; northwesterly again by said court and by land of Hayes, 40 feet; again northwesterly by land of Coffin, 122 and 62/100 feet; easterly by other land of said City formerly of Sarah E. Pratt, 253 feet; again easterly by land of said Pratt by the centre line of Pine Neck Creek, 267 feet: containing 83350 square feet more or less; and being a portion of the premises conveyed to me by deed of Oscar A. Marden, dated August 24, 1886 and recorded with Suffolk deeds, lib. 1804, page 57.

The described premises were taken and laid out as a part of a public playground by an act of the Board of Park Commissioners of said City of Boston, passed December 14, 1896 (See Suffolk Deeds lib. 2420 page 321); and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking, and the construction of said playground.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking.

and that I will, and --- my --- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me ----- but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, we the said William E. C. Swan
and- Swan-

have hereunto set my hand and
seal this --- twenty-eighth day of --- May -----, in the year of our
Lord one thousand eight hundred and ninety-seven.

*Signed and sealed }
in presence of }*

Jabez Talbot
Hannah A. Talbot

William E. C. Swan (seal)

Commonwealth of Massachusetts.

Norfolk Suffolk, ss.

May 28

189 7

Then personally appeared the above-named William E. C. Swan
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Jabez Talbot

Justice of the Peace.

Approved,

Roscoe P. Owne.
City Conveyancer.

BOSTON, June 2 189 7 2h. 21m. P.M.
Received and entered with Suffolk Deeds lib. 2446 page 345

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That I, Edward Thompson of Boston, in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, entrance, a certain parcel of land situate in said Boston on the easterly side of the Tremont Entrance of the public park known as the Back Bay Fens, and bounded as follows:- Northwest by said Tremont Entrance as now laid out, 347 and 28/100 feet; northeast by land now or late of Frederick Ayer by two lines measuring respectively 43 and 20/100 feet and 5 and 52/100 feet; southeast by the proposed southeasterly line of said Tremont Entrance as shown on the plan hereinafter referred to, there measuring by a curved line of 2400 feet radius, 173 and 31/100 feet, and by a straight line 161 and 29/100 feet; southwest by land now or late of Francis J. Ward, 11 and 50/100 feet: containing 10,694 and 80/100 square feet, more or less.

And for the above-named consideration --- I ---- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said entrance park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said ^{entrance} park, and do also, for ^{my} self and ^{my} heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said ^{entrance} park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon ^{my} said remaining land abutting upon said ^{entrance} park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of ^{my} said remaining land abutting upon said ^{entrance} park. The described premises are shown on a plan

made by Alexis H. French, C. E.

dated November 20, 1891, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed ^{entrance} upon estates belonging to ^{me} on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said ^{entrance} park, within said parcel of land, a roadway and walk to which I and ^{my} heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for ^{my} self and ^{my} heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and ^{my} heirs and assigns will hold ^{my} remaining land abutting upon said ^{entrance} park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by ^{me} of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed ^{seventy} ~~sixty~~ feet in height above the basement or cellar, nor exceed ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No ~~wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor~~ brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-~~five~~ ^{entrance} feet from the exterior line of said park: provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space: second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, ^{his} heirs and assigns, owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I, the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that I am

lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances,

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and -- my --- heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Edward Thompson and V. Mabel Thompson, wife of said Edward, who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the granted premises.

have hereunto set our hands and seals this ---- seventh ---- day of ---- June ----, in the year of our Lord one thousand eight hundred and ninety-three.

Signed and sealed)
in presence of)

60 printed words having been
stricken out and 10 words inter-
lined before signing.

Roscoe P. Owen to E.T.

Edward Thompson, (seal)
V. Mabel Thompson, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. June 7, 18 93 .

Then personally appeared the above named Edward Thompson ----
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Roscoe P. Owen.
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, July 11, 18 93 . 12h. 5m. P.M.

Received and entered with Suffolk Deeds, lib. 2142 fol. 213

Attest,
Thos. F. Temple. Register.

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CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Partial release of mortgage Franklin Savings Bank. Suffolk Deeds.
lib.2142, page 216'

Know all men by these presents,

That we, S. Lothrop Thorndike, Charles P. Gardiner, and Edward N. Perkins, as we are trustees for Sarah P. Cleveland of Boston in the Commonwealth of Massachusetts, under her marriage settlement.

In consideration of eight hundred and 40/100 dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land situate in that part of said Boston, formerly West Roxbury, and bounded and described as follows: beginning on the northerly line of Perkins street at land of said City formerly of the trustees under the will of Charles C. Perkins, and running southwesterly on said Perkins street 100 and 93/100 feet to other land of said City formerly of Quincy A. Shaw; thence running northwesterly on said last mentioned land 34 and 12/100 feet to other land of grantors; thence running northeasterly on said other land of grantors by a curved line of 220 feet radius 114 and 67/100 feet to said land formerly of the trustees under the will of Charles C. Perkins; thence running southeasterly on said last mentioned land 37 and 84/100 feet to the point of beginning; containing ⁴⁰²~~402~~ square feet, more or less, and being a portion of the premises conveyed by said Charles C. Perkins to the trustees for said Sarah P. Cleveland by two deeds, dated respectively May 13, 1865 and September 22, 1874 and recorded one with Norfolk Deeds lib 333 fol. 190, and the other with Suffolk Deeds lib. 1418 fol. 600.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed December 24, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ourselves and our heirs, ^{successors} executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to construct a retaining wall upon our said land of not less than three feet in height to support in whole or in part the bank on the line of said park where cutting down is required for grading said park as aforesaid, and to grade to a proper slope that part of the bank not so supported, and do also for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages on account of such cutting down except in case of the omission by said city to build a retaining wall as aforesaid. The described premises are shown on a plan

made by Alexis H. French, C. E.

dated December 24, 1892, and filed in the office of said Park Commissioners, to ^{and a copy thereof} filed in the Reg. of Deeds for the Co. of Suffolk. which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a ^{foot} roadway and walk to which we and our ^{successors} heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a ^{foot} way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our ^{successors} heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our ^{successors} heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than ten feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the

whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such ^{foot} ~~roadway~~ and walk shall be maintained by said CITY OF BOSTON, and the grantors, ^{successors} ~~their heirs~~ and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. ~~And ----, the said~~
~~for ---- sel- ---- and ---- heirs, executors and administrators, do ---- covenant with the~~
~~said CITY OF BOSTON, that ----~~
~~lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,~~
~~that ---- have~~
~~good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that~~
~~---- will, and ---- heirs, executors and administrators shall warrant and defend the~~
~~same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said S. Lothrop Thorndike, Charles P. Gardiner, and Edward M. Perkins, trustees as aforesaid

have hereunto set our hands and
seals this seventeenth day of March , in the year of our Lord one
thousand eight hundred and ninety-three.

Signed and sealed }
in presence of }

S. Lothrop Thorndike (seal)
98 printed words having been stricken Charles P. Gardiner (seal)
out and 22 inter-lined before sign-
ing. James Wells.

Commonwealth of Massachusetts.

SUFFOLK, ss. March 17, 1893 .

Then personally appeared the above named S. Lothrop Thorndike, Charles P Gardiner
and Edward M. Perkins, ^{their}
and acknowledged the foregoing instrument to be free act and deed,

Before me,

James A. Wells, Notary Public.
~~Justice of the Peace.~~

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, March 18, 1893 . 2 h. 14 m. P.M.

Received and entered with Suffolk Deeds, lib. 2117 page 476

Attest,

Thos. F. Temple. Register.

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CITY OF BOSTON.

TO THE

NO. 2.

(PARKWAY, MUDDY RIVER.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, David F. Tilley of Boston in the Commonwealth of Massachusetts

In consideration of fifteen thousand seven hundred dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: northwesterly by land of said City formerly of Herbert E. Wheat by two lines measuring respectively 27 and 4/100 feet and 32 and 75/100 feet; northeasterly by No. Bennet street, 17 and 75/100 feet; southeasterly by land of said City formerly of Eliza B. MacQuarrie by two lines measuring respectively 32 and 87/100 feet and 27 feet; southwesterly by other land of said City formerly of Thomas L. Jenks, Trustee, 17 and 67/100 feet: containing 1060 square feet more or less: and being the same premises conveyed to me by Salvino Lespasio et al., by deed dated May 8, 1897, and recorded with Suffolk Deeds lib. 2440 page 233.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners on the twenty-fifth day of May, 1897 (see Suffolk Deeds, lib. 2449 page 37); and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

This conveyance is made subject to taxes for the current year, which said City agrees to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor -----
 , for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except as aforesaid.

and that I will, and ---- my ----heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said David F. Tilley, being unmarried

have hereunto set my hand and seal this --- fifteenth ----- day of ---- December ----, in the year of our Lord one thousand eight hundred and ninety-seven.

*Signed and sealed {
in presence of }*

David F. Tilley (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS.

December 20

1897

Then personally appeared the above-named David F. Tilley
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Geo. W. Ansell

Justice of the Peace.

Approved,

Chas. Frank Day.

City Conveyancer.

BOSTON, December 23 1897 4 h. 18 m. P. M.

Received and entered with Suffolk Deeds lib. 2493 page 584

Attest,

Thos. F. Temple.

Register.

Know all men by these presents,

That we, Gerard C Tobey of Wareham, Horace L Bearse of Brookline, Fannie E. Thatcher, widow, of Boston, Cora H. Aldrich of Boston, widow, all in the Commonwealth of Massachusetts, and Ann H. Crowell of San Francisco in the State of California, widow,

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Dorchester bounded and described as follows: beginning at a point in the easterly line of the location of the Old Colony Railroad distant 123 and 40/100 feet; northerly from its intersection with the southerly line of Mt. Vernon street and thence running easterly in a straight line at right angles with the said location and bounded by the proposed Strandway, so-called, for which land was taken by the Park Commissioners from the City of Boston by an order dated April 29, 1892, and recorded with Suffolk Deeds, lib 2069 fol 17, 171 and 95/100 feet; thence running by a curved line of 692 56/100 feet radius tangent to the said last described line and bounded by the said Strandway about 130 feet to land of the City of Boston, formerly of Mary E Moseley and others; thence turning and running northeasterly in a straight line and bounded by land now or late of Mary E Moseley and others about 355 feet; thence turning more easterly and running in a straight line and still bounded by the said land of Moseley and others about 189 feet to the location of the said Strandway; thence northerly in a curved line of the same radius as the curved line first mentioned and bounded by the said Strandway about 215 feet; thence running southwesterly in a straight line and bounded by land or flats formerly of John P. and Henry C Howe about 656 feet; thence running southwesterly by said last mentioned land about 320 and 50/100 feet to said Railroad location; thence running southerly and bounded by the said railroad location about 102 feet to the point of beginning: containing 190,000 square feet, more or less.

The described premises were taken for the purposes of a public park by the Board of Park Commissioners of said City of Boston on the 9th day of June 1897 by an instrument recorded with said Deeds, lib 2449 page 418 and are shown on a plan made by William Jackson, City Engineer, dated June 9, 1897, and recorded with said instrument; and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City of Boston for damages, costs, expenses and compensation for on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And _____, the said _____, for _____ sel _____ and _____ heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by
and that will, and heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid, I, Janet S. Bearse wife of the said Horace L.,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Gerard C Tobey being unmarried, Horace L. Bearse, Janet S. Bearse, Fannie E. Thatcher, Cora H. Aldrich, and Ann H. Corwell

have hereunto set our hands and
seals this 10th day of June, in the year of our
Lord one thousand nine hundred and one

Signed and sealed }
in presence of }

35 words and 2 letters relating to	Gerard C Tobey	(seal)
George L Moseley and all clauses	Horace L Bearse	(seal)
containing covenants first erased	Janet S Bearse	(seal)
and the word "widow" first interlined	Fannie E. Thatcher	(seal)
M. Storey to G.C.T. & H.L.B.	Cora H. Aldrich	(seal)
	Ann H Crowell	(seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston June 16 1901

Then personally appeared the above-named Horace L Bearse
and acknowledged the foregoing instrument to be his free act and deed,
Before me,

Morefiled Story
Justice of the Peace.

Approved,
Chas Frank Day
City Conveyancer.

BOSTON, July 3 1901 3 h. 25 m. p M.
Received and entered with Suffolk Deeds lib. 2765 page 31
Attest,
Thos F Temple Register.

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Know all men by these presents,

That I, William B. Trask of Boston in the Commonwealth of Massachusetts, and Rebecca C. Trask, wife of said William B., in her own right

In consideration of two thousand four hundred sixty and 75/100 dollars to paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded and described as follows: Beginning on the easterly line of Dorchester avenue at land of said City formerly of Lavina J. Veazie and running easterly on said last mentioned land 100 feet to other land of said City formerly of Moses Kimball; thence running southerly on said last mentioned land, 85 and 63/100 feet to other land ^{said} of Rebecca C.; thence running southwesterly on said other land of said Rebecca C., 26 and 13/100 feet to other land of said City formerly of Emily E. Shepard; thence running westerly on said last mentioned land 78 and 13/100 feet to Dorchester avenue; thence running northerly on said avenue 100 feet to the point of beginning: containing 9843 square feet, more or less, and being a portion of the premises conveyed to said Rebecca C. by deed of Matthew Dalton, dated April 20, 1878 and recorded with Suffolk Deeds lib. 1413, page 54. And for said consideration we do hereby release and convey to said City all our right, title and interest in and to the fee and soil of so much of said Dorchester avenue as borders upon the described premises and is included within the lines of said park.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners passed April 29, 1892, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

And for the above-named consideration we ----- do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said City of Boston that

we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a "plan of land in the City of Boston, Mass. taken April 29, 1892 for a park of 1875" under ch. 185 of the acts made by William Jackson, City Engineer.

dated April 29, 1892, and filed in the office of said Park Commissioners, to and a copy hereof filed in the Reg. of Deeds for the Co. of Suffolk. which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantors), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, their heirs and assigns, owners or occupants of grantors adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said Grantors

for ourselves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking said Rebecca C. was lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said William B. Trask and Rebecca C. Trask

have hereunto set our hands and seals this --- -twenty-second day of November , in the year of our Lord one thousand eight hundred and ninety-two.

Signed and sealed }
in presence of }

Geo. A. Fisher
to both.

William B. Trask (seal)
Rebecca C. Trask (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. November 22, 1892.

Then personally appeared the above named Rebecca C. Trask and acknowledged the foregoing instrument to be her free act and deed.

Before me, Geo. A. Fisher,

Justice of the Peace.

Approved, Roscoe P. Owen
City Conveyancer.

BOSTON, November 22 1892 . 2h. 40m. P.M.

Received and entered with Suffolk Deeds, lib. 2097 page 470

Attest, Thomas F. Temple, Register.

189

PUBLIC PARK DEED.
(PARKWAY, SO. BOSTON.)
TO THE
CITY OF BOSTON.

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Know all men by these presents,

That I, Helen M. Tucker of Boston in the Commonwealth of Massachusetts, widow,

In consideration of Five hundred and seven and 85/100 dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of and situate in that part of said Boston formerly Dorchester and bounded as follows: east by land of said City formerly a portion of Lyons street there measuring 74 and 97/100 feet; southwest by other land of grantor by a curved line of 1637 and 28/100 feet radius, 164 and 85/100 feet; northwest by other land of said City formerly of Francis J. Ward and Sylvester L Ward by a broken line 106 and 40/100 feet; northeast by the same 80 and 10/100 feet: containing 10264 sq ft more or less, and being a portion of lot numbered 88 on a plan made by Whitman and Breck dated July 1885 and recorded with Suffolk Deeds lib. 1693 fol 179.

Also a certain other parcel of land situate in the rear of Chapman avenue in said part of said Boston bounded as follows: northeast by land of said City formerly of Francis J & Sylvester L Ward, there measuring 16 and 18/100 feet; south by other land of grantor 13 and 5/100 feet; west by other land of said City formerly of Robert Turner, 7 and 70/100 feet; containing 49 sq ft more or less and being a portion of lot numbered 80 on said plan.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed May 9, 1892. and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Helen M. Tucker

have hereunto set my hand and seal this 9th day of May, in the year of our Lord one thousand eight hundred and 94

*Signed and sealed }
in presence of }*

Paul Barron Watson

Helen M. Tucker (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. May 9 1894

Then personally appeared the above-named Helen M. Tucker and acknowledged the foregoing instrument to be her free act and deed, Before me, Paul Barron Watson

Justice of the Peace.

Approved,
Roscoe P Owen
City Conveyancer.

BOSTON, May 11 1894 10 h. 10 m. A M.

Received and entered with Suffolk Deeds lib. 2197 page 302

Attest,
Thos T. Temple. Register.

Know all men by these presents,

That we, William A. Tucker and Herbert A. Tucker, as we are trustees for the benefit of Ellen M. Cutler and others under the will of James Tucker, late of Boston in the Commonwealth of Massachusetts, deceased, as modified by compromise sanctioned by decree of the Supreme Judicial Court entered December 5, 1889, acting herein under and by virtue of the power given to us in and by said will and of every other power us hereto enabling, and we, the said William A. Tucker and Herbert A. Tucker, in our own right, and James A. Tucker, all of said Boston

In consideration of fifteen hundred & eleven & 50/100 dollars to said James A. & William A., at the request of the other grantors herein named, paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston which was formerly Dorchester, bounded as follows: northerly by Talbot avenue, there measuring 204 and 25/100 feet; southerly by land of said City, formerly of the heirs of Caroline Jackson, 448 feet; southwesterly by other land of said City, formerly of the heirs of Marshall P. Wilder, 187 and 20/100 feet; northwesterly by other land of said City, formerly of James J. Donnelly et al., 335 and 40/100 feet: containing 69450 square feet, more or less, and shown on a plan signed by William Jackson, City Engineer, dated May 19, 1892, and filed in the office of the Board of Park Commissioners of said City of Boston, to which plan and a copy thereof recorded with Suffolk Deeds reference may be had for a more particular description.

The described premises were taken and laid out as a part of a public park by an act of said Board of Park Commissioners, passed May 19, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid, we, Martha H. Tucker, wife of said James A., and Bessie F. Tucker, wife of said William A., and Herbert A. being unmarried,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said William A. Tucker and Herbert A. Tucker, as trustees as aforesaid and also in our own right, and we, the said James A. Tucker, Martha H. Tucker and Bessie F. Tucker,

have hereunto set our hands and seal s this eighth day of May, in the year of our Lord one thousand eight hundred and ninety-three

~~Signed and sealed~~ {
~~in presence of~~

William A. Tucker (seal)
Herbert A. Tucker (seal)
James A. Tucker (seal)
Martha H. Tucker (seal)
Bessie F. Tucker (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. May 8th 1893

Then personally appeared the above-named William A. Tucker and acknowledged the foregoing instrument to be his free act and deed, Before me,

James D. K. Willis
Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, May 8 1893 11 h. 54m. A M.
Received and entered with Suffolk Deeds lib. 2128 page 51
Attest,
Chas. W. Kimball, Ass't Register.

Know all men by these presents,

That I, Mary A Tucker of Boston in the Commonwealth of Massachusetts, widow, both in my own right and as I am executrix of the will of Isaac N. Tucker, late of said Boston, deceased,

In consideration of one dollar and other valuable consideration to me to paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, one undivided half of a certain parcel of land situate in that part of said Boston formerly Roxbury and bounded and described as follows: southwest by lot numbered 8 on the plan hereinafter referred to 42 and 30/100 feet; northwest by land of the Boston and Providence R.R. Company 372 and 54/100 feet; northeast by land supposed to belong to the United States Cordage Company 84 and 44/100 feet, and southeast by lot numbered 6 on said plan, 375 and 18/100 feet: containing in all 22056 square feet, and being lot numbered 7 on a plan dated April 17, 1899, signed by the C H W Wood Company Surveyors, and on file in the office of the Board of Park Commissioners of said City, being land which said Isaac in his life time had agreed to convey to said City and this conveyance and release are made for the purpose of confirming title to said land in said City, also all my right, title and interest in and to said lot numbered 8 on said plan.

And for said consideration I hereby release and discharge said City of Boston from any and all claims by reason of the taking of the undivided half of said land formerly owned by the said Isaac N. Tucker and covenant and agree to indemnify and save said City harmless and fully indemnified from any and all claims from the taking of said undivided half of said lot 7, and for the payment to me of the damages for the taking of said lot 7 or by reason of said agreement of said Isaac N. Tucker with said City. This conveyance is made subject to any lien or assessment for the extension of Columbus avenue and to the taxes assessed May 1, 1899 both of which said City assumes.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON, its successors and assigns, in fee simple forever. And I do hereby, for my self, my heirs, executors and administrators, covenant with the said CITY OF BOSTON, and its assigns, that ~~lawfully seized in fee of~~ the aforegranted premises; ~~that they~~ are free from all incumbrances

that I have good right to sell and convey the same to the said CITY OF BOSTON and its assigns forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON and its assigns forever against the lawful claims and demands of all persons.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Mary A Tucker

have hereunto set my hand and seal this 17th day of April, in the year of our Lord one thousand nine hundred

*Signed and sealed }
in presence of }*

Eugene C Upton

Mary A Tucker (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

Boston April 18

1900

Then personally appeared the above-named Mary A Tucker

and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Eugene C. Upton

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

Boston.

April

26

1900

2 h.

51 m.

P M.

Received and entered with Suffolk Deeds, lib. 2379 page 266

Attest,

Thos F. Temple

Register.

Know all men by these presents,

That I, Mary A. Tucker of Boston in the Commonwealth of Massachusetts, widow of Isaac W. Tucker, late of said Boston, deceased

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, all my right, title and interest in and to certain parcels of land situated on and near Columbus avenue in that part of said Boston formerly Roxbury and being lots numbered or marked 6, 8, A.B.C.D.E & F, on a plan made by the C.H.W. Wood Co. Surveyors, dated April 17, 1899 and on file in the office of the Board of Park Commissioners of said City of Boston, and for said consideration I hereby release and discharge said City of Boston from all claims I may have for the taking of said parcels of land by votes of said Board of Park Commissioners passed May 29, 1899 and January 1, 1900, and recorded with Suffolk Deeds, Book 2613 page 193, and Book 2656 page 72.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And , the said
 , for sel and heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by
and that will, and heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Mary A Tucker

have hereunto set my hand and seal this 12th day of January, in the year of our Lord one thousand nine hundred and three

Signed and sealed }
in presence of }

Mary A Tucker, (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. January 12 190 3

Then personally appeared the above-named Mary A Tucker and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Charles H. Drew

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, January 16 190 3 4h. 12 m. P M.

Received and entered with Suffolk Deeds lib. 2875 page 583

Attest,

Thos F Temple
Release of all demands Anson M. Lyman Admr., Jan 12, 1903

Register.

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Know all men by these presents,

That we, Nathan F. Tufts of Boston in the Commonwealth of Massachusetts, and Annie H. Tufts of Boston, Executrix of and sole devisee under the last will of Arthur W. Tufts late of Boston deceased,

In consideration of one hundred and one thousand six hundred and sixty-one and 96/100 dollars, and the further consideration hereinafter named, paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land and flats situate in that part of said Boston formerly Charlestown and bounded and described as follows: beginning at a point on Alford street distant 339 and 69/100 feet northeasterly from Main street at land of said City formerly of Charles H. Guild and running northeasterly on said Alford street 874 and 8/100 feet to the bottom line of the northeasterly sea wall of Tufts Mill Pond, so-called; thence running southeasterly by said bottom sea wall 804 and 8/10 feet to the corner of a sea wall of said Mill Pond at the bottom; thence running southwesterly on the bottom line of said sea wall of said Mill Pond and by a line in continuation thereof 1034 feet all on other land of grantors to a point in line with the extension of the northwesterly line of land now or formerly of W. Rice; thence running southwesterly by said last mentioned line on said land of grantors and land of said Rice 144 and 76/100 feet to said Main street; thence running northwesterly on said Main street 84 and 24/100 feet to said land formerly of Charles H. Guild; thence running northeasterly 60 and 87/100 feet and southeasterly 43 and 59/100 feet on said last mentioned land to the northwesterly line of a passageway; thence running northeasterly by three lines on said land formerly of said Guild 64 and 29/100 feet, 76 feet, and 55 and 4/10 feet; thence running northwesterly on said last mentioned land by two lines 41 and 4/10 feet and 298 and 72/100 feet to the point of beginning: containing 546017 square feet, more or less, together with all the flats appurtenant thereto lying northeasterly of the above described parcel and between Alford street and the southeasterly line of said Mill Pond extended northeasterly to the channel of Mystic river, and containing about 161,000 square feet.

The granted premises are shown on a plan made by Thomas Doane C.E. recorded with Suffolk Deeds lib 1999 page 633, and were taken and laid out as a part of a public park by the Board of Park Commissioners of said City of Boston on the 8th day of May 1891, and for the above named consideration and the further of an agreement for judgment against said City in favor of said grantors in the sum of \$23,338.04, we do hereby release, acquit and discharge said City of Boston of and from all claims and demands for damages and costs on account of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said Nathan F. Tufts & Annie H. Tufts, for ourselves and our heirs, executors and administrators,

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do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except said taking
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid, I, Fannie S. Tufts wife of the said Nathan F.

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Nathan F. Tufts, Annie H. Tufts, and Fannie S. Tufts

have hereunto set our hands and seals this 26th day of November, in the year of our Lord one thousand eight hundred and 94

*Signed and sealed }
in presence of }*

Nathan F. Tufts (seal)

Annie H. Tufts (seal)

Fannie S. Tufts (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. November 26

189 4

Then personally appeared the above-named Nathan F. Tufts
and acknowledged the foregoing instrument to be his free act and deed,
Before me,

John W. Pettengill,

Justice of the Peace.

Approved,

Roscoe P. Owen

City Conveyancer.

BOSTON, November 27 1894 2 h. 13 m. P M.

Received and entered with Suffolk Deeds lib. 2240 page 189

Attest,

Thos F. Temple.

Register.

Know all men by these presents,

That I, William F. Tufts of Boston in the Commonwealth of Massachusetts

In consideration of eleven thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land and flats situate in that part of said Boston called South Boston, and bounded as follows: Westwardly by M street extended to extreme low water, northwestwardly by the red line shown on the plan hereinafter referred to as the line secondly mentioned in a description of land taken by the Board of Park Commissioners of said City of Boston recorded with Suffolk deeds, lib. 1938 page 547; northwardly by east Ninth street; eastwardly by land of said City formerly of John C. Phillips and others, and southwardly by the line of extreme low water in Old Harbor, or of the limit of riparian ownership.

Also two certain parcels of land, one at the intersection of said northwesterly boundary line with each of the streets abovementioned and situate on the northerly side of said line, each of said parcels being bounded on one side by said line, on one side by the street line, and on the third side by a curved line of 20 feet radius drawn tangent to said lines as shown on said plan; and also all my right, title, and interest in and to the fee and soil in all portions of said streets embraced within said lines.

The described premises were taken and laid out as a part of a public park by an act of said Board of Park Commissioners passed April 30, 1890, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the location, laying out and construction of said park.

And for the above-named consideration ---- I ---- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Mass., taken April 30, 1890, for a park under chap. 135 of the acts of 1875 made by William Jackson, City Engineer ----- dated ----- April 30, 1890 -----, and filed in the office of said Park Commissioners, to which and a copy thereof filed in the registry of deeds for the Co. of Suffolk. which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I , the said Grantor

for my self and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

~~lawfully seized in fee~~ of the aforegranted premises; ~~that they~~ are free from all incumbrances, made or suffered by me except said taking.

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons claiming by, through, or under me but against none other.

IN WITNESS WHEREOF, I the said William F. Tufts and Eliza M. Tufts, wife of said William F., who joins herein for the consideration aforesaid in token of her release of all rights and title of or to both dower and homestead in the granted premises

have hereunto set our hands and seals this 20th ----- day of October -----, in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed }
in presence of }
Henry J. Bowen Wm. F. Tufts
Fannie S. Tufts to E.M.T. Eliza M. Tufts

Commonwealth of Massachusetts.

SUFFOLK, ss. October 22 1890 .

Then personally appeared the above named William F. Tufts and acknowledged the foregoing instrument to be his free act and deed,

Before me, Henry J. Bowen
Justice of the Peace.

Approved
Poscoe P. Owen
City Conveyancer

BOSTON, October 22 1890 . 2h. 3m. P.M.
Received and entered with Suffolk Deeds, lib. 1963 page 326

Attest, Thos. F. Temple Register.

189

CITY OF BOSTON.

TO THE

(PARKWAY, SO. BOSTON.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, Robert Turner, of Boston in the Commonwealth of Massachusetts.

In consideration of three hundred and fifty dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in the rear of Lyon street in that part of said Boston which was formerly Dorchester, bounded as follows: northeast-erly by land of said City, formerly of Francis J. and Sylvester L. Ward, there measuring 19 and 20/100 feet; easterly by other land of said City, formerly of Helen M. Tucker, 7 and 70/100 feet; southerly by other land of said Turner by a curved line of 1637 and 28/100 feet radius, 77 and 40/100 feet; northerly by other land of said City, formerly of Mary J. Love, 61 and 70/100 feet: containing 728 square feet, more or less, and being a portion of the premises conveyed to me by William S. Love by deed dated April 6, 1889, and recorded with Suffolk Deeds, Libl871, page 552.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed May 19, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the laying out and construction of said park. And for the above named consideration I do hereby for myself and my heirs, executors and administrators, covenant with said City of Boston that I and my heirs and assigns will hold my remaining land abutting upon said park subject to the following restriction which shall continue in force so long as said park shall be maintained by said City of Boston, viz:

No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, ^{windows} porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projec-tions of any kind (other than door steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sus-taining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of tra-pezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed 18 feet, and whose sidelines make an angle of 45 de-grees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construc-tion of said park, said betterments shall be assumed by said City of Boston.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and ap-purtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Turner, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me, except said taking
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid, I, Elizabeth C. Turner, wife of said Robert

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Robert Turner and Elizabeth C. Turner

have hereunto set our hands and
seals this ninth day of September, in the year of our
Lord one thousand nine hundred and

Signed and sealed }
in presence of }

12 words having been stricken
out on the first page before signing

C. P. Sullivan (?)
James F. Turner

Robert Turner (seal)
Elizabeth C. Turner (seal)
X her mark.

Commonwealth of Massachusetts.

SUFFOLK, ss. September 20 1893 190

Then personally appeared the above-named Robert Turner
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
David A. Smith

Justice of the Peace.

Approved,
Roscoe P. Owen

City Conveyancer.

BOSTON, September 20, 1893 190 2 h. 25 m. P M.

Received and entered with Suffolk Deeds lib. 2154 page 7

Attest,
Thos. F. Temple.

Register.

Partial release of mortgage Patrick D. Sullivan as to restrictions lib. 2154 page 9

Know all men by these presents,

That I, Margaret Wade of Springfield in the Commonwealth of Massachusetts, widow.

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of Boston in said Commonwealth formerly Brighton, lying southwest from Commonwealth avenue and near Chestnut Hill Reservoir, and bounded and described as follows: ^{viz.} Southeast by land of the City of Boston 22 and 40/100 feet; southwest by the same 140 and 11/100 feet; northwest by other land of me, the said Wade, 94 feet; and northeast by a private way or ways leading to Commonwealth avenue, 140 feet: containing 12766 square feet, more or less, and being the same land described in an instrument recorded with Suffolk Deeds, lib. 2488, page 13, and for said consideration I hereby release and discharge said City of Boston from any and all claims by reason of or in any way growing out of the taking of the described premises by the Water Commissioner of said City on November 26, 1897.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me
and that I will, and -- my -- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

~~AND for the consideration aforesaid, --~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises. --~~

IN WITNESS WHEREOF, I the said Margaret Wade

have hereunto set my hand and seal this --- thirty-first -- day of October , in the year of our Lord one thousand eight hundred and ninety-eight.

*Signed and sealed }
in presence of }*

B. W. Larabee Margaret Wade (seal)
Elizabeth L. Larabee.

Commonwealth of Massachusetts.

STATE OF MAINE.

Sagadahoc SUFFOLK, ss. October 31 189 8

Then personally appeared the above-named Margaret Wade
and acknowledged the foregoing instrument to be her free act and deed,
Before me,
B. W. Larabee.

Justice of the Peace.

Approved,
Charles Frank Day,
City Conveyancer.

BOSTON, November 2 1898 4 h. 10 m. P. M.

Received and entered with Suffolk Deeds lib. 2564 page 409

Attest,
Thos. F. Temple. *Register.*

Know all men by these presents,

That I, Margaret Wade of Springfield in the Commonwealth of Massachusetts, widow,

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situated in that part of Boston ins aid Commonwealth formerly Brighton, lying southwest from Commonwealth avenue and near Chestnut Hillreservoir, and bounded and described as follows, viz: southeast by land of the City of Boston 88 and 40/100 feet; southwest by the same 140 and 11/100 feet; northwest by other land of me, the said Wade, 94 feet; and northeast by a private way or ways leading to Commonwealth avenue 140 feet: containing 12768 square feet, more or less and being the same land described in instrument recorded with Suffolk Deeds lib 2488 page 13; and for said consideration I hereby release and discharge said City of Boston from any and all claims by reason of or in any way growing out of the taking of the described premises by the Water Commissioner of said City on November 26, 1897.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

365
do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all
incumbrances made or suffered by me
and that I will, and my heirs, executors and administrators
shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under me
but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower
and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Margaret Wade

have hereunto set my hand and
seal this 31st day of October, in the year of our
Lord one thousand eight hundred and 98

*Signed and sealed)
in presence of)*

J. W. Larrabee
Elizabeth L Larrabee

Margaret Wade (seal)

Commonwealth of Massachusetts.

STATE OF MAINE
Sagadahoc SEPTEMBER, ss. October 31 1898

Then personally appeared the above-named Margaret Wade
and acknowledged the foregoing instrument to be her free act and deed,

Before me,

J. W. Larrabee Justice

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, November 2 1898 4 h. 10 m. PM.

Received and entered with Suffolk Deeds lib. 2564 page 409

Attest,

Thos. T. Myle

Register.

Know all men by these presents,

That, Margaret Wade of Newton in the Commonwealth of Massachusetts, widow,

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in that part of said Boston formerly Brighton and bounded as follows: southeasterly by land of said City taken by an instrument recorded with Suffolk Deeds lib 2488 page 13; there measuring 94 feet; southwesterly by other land of said City 165 and 89/100 feet; northeasterly by other land formerly of this grantor but now supposed to be of Hubert J. McLaughlin 192 and 82/100 feet: containing 7834 square feet more or less.

The described premises were taken by the Board of Park Commissioners of said City of Boston for park purposes on the 13th day of November 1899, by an instrument recorded with said deed lib 2656 page 69, and the above named consideration has been received in full satisfaction and discharge of all my claims and demands against said City on account of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I , the said grantor , for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except as aforesaid
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Margaret Wade

have hereunto set my hand and seal this 8th day of June, in the year of our Lord one thousand nine hundred and one

Signed and sealed }
in presence of }

J. Q. A. Brackett Margaret Wade (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. June 11 1901

Then personally appeared the above-named Margaret Wade and acknowledged the foregoing instrument to be her free act and deed,
Before me,

J Q A Brackett

Justice of the Peace.

Approved,
Roscoe P Owen

City Conveyancer.

BOSTON, June 20 1901 2 h. 31 m. P M.

Received and entered with Suffolk Deeds lib. 2761 page 637

Attest,

Thos F Temple Register.

Know all men by these presents,

That I, Francis J. Ward of Boston in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park entrance, a certain parcel of land situate in said Boston on the easterly side of the Tremont Entrance of the public park known as the Back Bay Fens, and bounded as follows: Northwest by said Tremont Entrance as now laid out, there measuring 256 and 70/100 feet; northeast by land recently conveyed to said City by Edward Thompson, 11 and 50/100 feet; southeast by the proposed new line of of said Tremont Entrance, there measuring by a straight line 2 and 24/100 feet by a curved line of 1124 and 36/100 feet radius, 139 and 62/100 feet, and by a curved line of 400 feet radius, 62 and 90/100 feet; again northeast by the same by a curved line of 12 feet radius, 29 and 30/100 feet; and south by Huntington avenue 57 and 26/100 feet: containing 1707 and 80/100 square feet more or less.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

entrance

remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, ^{entrance} where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park, ^{entrance} in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park, ^{entrance} The described premises are shown on a plan

made by Alexis H. French, C.E.

dated November 20, 1891, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, ^{entrance} within said parcel of land, a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, ^{entrance} I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that ^{entrance} I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of ~~more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.~~

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; ^{entrance} provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I , the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Francis J. Ward and Ann J. Ward, wife of said Francis J., who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the granted premises

have hereunto set our hands and seals this -- twelfth -- day of -- June --- , in the year of our Lord one thousand eight hundred and ninety-three.

Signed and sealed }
in presence of }

58 pointed words having been
stricken out and 10 words inter-
lined before signing.

James R. Carret.

Francis J. Ward. (seal)

Ann J. Ward (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. June 12, 18 93 .

Then personally appeared the above named Francis J. Ward, and acknowledged the foregoing instrument to be his free act and deed,

Before me,
James R. Carret.
Justice of the Peace.

Approved,
Roscoe P. Owen.

BOSTON, July 11 18 93. 12 h. 5 m. P.M.

Received and entered with Suffolk Deeds, lib. 2142 fol. 219

Attest,
Thos. T. Temple. Register.

42
PUBLIC PARK DEED.

TO THE

CITY OF BOSTON.

18

Know all men by these presents,

That We, Francis J. Ward of Boston, Andrew J. Ward of Brookline, Julia A. Ward and Nahum Ward, both of said Boston, Mary E. Lovell wife of Fred'k W. Lovell of Cambridge, Lucretia E. Hall, wife of Arthur C. Hall of said Boston and Janette C. Ward of said Boston, all in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly Dorchester and bounded as follows: northwesterly by land of said City formerly of the heirs or devisees of Eliza Floyd and of Samuel and Augustus B. Bradstreet, there measuring 753 and 2/100 feet; northeasterly by other land of said City formerly of James W. Gerard, 144 and 10/100 feet; northwesterly again by said last mentioned land 801 and 80/100 feet; easterly by other land of said City formerly of the heirs or devisees of Caroline Jackson, 424 and 66/100 feet; northerly by said last mentioned land 63 and 50/100 feet; easterly again by other land of said City formerly of the Roman Catholic Cemetery Ass'n 275 and 10/100 feet; northerly again by said last mentioned land 279 and 60/100 feet; easterly again by other land of said Ass'n 266 and 50/100 feet; southeasterly by land now or late of Helen M. Tucker, Alex. McDonald, Mary Crotty, and other land of said Helen M. Tucker, 372 and 42/100 feet; southwesterly by other lands of said City formerly of Helen M. Tucker Robert Turner, Stephen P. Weld, a person or persons unknown and other land formerly of said Tucker, 289 and 68/100 feet; southeasterly again by a broken line by said last mentioned land, 106 and 40/100 feet; southwesterly again by land of said Francis J., Andrew J., and Nahum Ward, by a curved line of 1637 and 28/100 ft radius, 662 and 23/100 ft., by a straight line tangent to said curved line 50 and 31/100 ft, by a curved line of 1403 and 46/100 feet radius, 614 and 41/100 feet: containing 941900 sq ft more or less.

The described premises were taken from said Francis J. Ward and from Sylvester L. Ward, since deceased, by an act of the Board of Park Commissioners of said City of Boston passed May 19, 1892, see Suffolk Deeds lib 2073 page 49 and the plan by Wm Jackson, City Eng'r, there recorded, and the said Andrew J. Julia A. Nahum, Mary E. Lucretia E. and Janette C. are the only children of said Sylvester L. Ward and the residuary devisees under his will.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on acct of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And _____, the said _____, for _____ sel _____ and _____ heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by
and that will, and heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid, we, Ann J. Ward, wife of Said Francis J. and Elizabeth B. Ward wife of said Andrew J.,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Francis J. Ward, Andrew J. Ward, Julia A. Ward, Nahum Ward, Mary E. Lovell, Lucretia E. Hall, and Janette C. Ward, together with the said Fred'k W. Lovell & Arthur C. Hall, who join herein in token of their consent hereto and to release any possible right title or interest which they may have in the described premises, the said Julia A. Nahum and Janette C. being unmarried and the said Ann J. Ward and Elizabeth B. Ward

seal^s this 20th day of January, have hereunto set our hands and
Lord one thousand eight hundred and 94, in the year of our

Signed and sealed }
in presence of }

Francis Jackson Ward	(seal)
Andrew J. Ward	"
Julia A. Ward	"
Nahum Ward	"
Mary E. Lovell	"
Lucretia E. Hall	"
Janette C. Ward	"
Fred'k W. Lovell	"
Arthur C. Hall	"
Ann J. Ward	"
Elizabeth B. Ward	"

Commonwealth of Massachusetts.

SUFFOLK, SS. Jan 20 189 4

Then personally appeared the above-named Francis J. Ward
and acknowledged the foregoing instrument to be his free act and deed,

Before me,
George R. Blinn

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, Jan 20 189 4 1h. m. P M.

Received and entered with Suffolk Deeds lib. 2176 page 68

Attest,

Release of all demands Marcus M. Woods Adm Thos F. Temple

Register.

Know all men by these presents,

That whereas Leslie C. Wead of Brookline in the Commonwealth of Massachusetts, and Gordon Prince of Boston in said Commonwealth, as they are Trustees of the Carlton Hotel Trust under an indenture dated June 22, 1901, and recorded with Suffolk Deeds, Lib.2764 page 631, are the owners of a certain parcel of land at the corner of Boylston and Hemenway streets in consideration of--

~~to~~ ~~paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park,~~

in said Boston, comprising lots numbered 1, 2, 3, 4 and a part of 5 on a plan made by William H. Whitney, dated June 1, 1888 and recorded with said deeds at the end of Liber 2032, and being the same premises conveyed to said Trustees by Frederick Ayer by deed dated July 1, 1901 and recorded with said deeds, Lib.2766 page 401, which said parcel of land abuts upon the public park of said City known as the Boylston Entrance of the Fens;

And whereas the said Trustees are desirous that a roadway of suitable width for the free passage of vehicles, with a proper and convenient sidewalk, and communicating with the public streets of said City, shall be maintained within the limits of said park and adjoining said land of said Trustees, and that the owners and occupants of their said land shall have free access to said roadway and sidewalk and the right to use the same, subject to such reasonable rules and regulations, as may from time to time be made by the Park Commissioners of said City or by any other board or department having for the time being the control and management of said parks;

And whereas said Trustees have agreed that, in case said roadway and sidewalk shall be maintained as aforesaid, their said parcel of land adjoining said park, to a distance of one hundred feet from the exterior line thereof, shall be held by said Trustees and their successors and assigns subject to the restrictions hereinafter set forth;

Now, therefore the said Leslie C. Wead and Gordon Prince, in their capacity as Trustees as aforesaid, in consideration of one dollar to them paid by the said City of Boston, the receipt whereof is hereby acknowledged, and the further consideration of the maintenance of said roadway and sidewalk as aforesaid, do hereby, for themselves and their successors, covenant with said City of Boston that they and their successors and assigns will hold their said land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by said Trustees of the whole or any part of said restricted land:

~~And for the above named consideration~~ ~~do~~ ~~also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon--~~

remaining land abutting upon said park and do also for sel and heirs, executors, administrators, and assigns, covenant and agree with the said City of Boston that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining wall or bulkhead to support such filling or to support the bank on the line of said park where cutting down is required for such grading, and further that will not and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of said remaining land abutting upon said park. The described premises are shown on a plan

made by

dated and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to an account of the laying out and construction of said park, said betterments shall be assumed by said City of Boston.

AND for the above-named consideration, and the further consideration that said City of Boston shall construct along the boundary line of said park within said parcel of land a roadway and walk to which and heirs and assigns, owners or even part of adjoining lands of grantor shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, hereby, for sel and heirs, executors, and administrators, covenant with said City of Boston, that and heirs and assigns will hold remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five ^{seventy} feet in height above the ground ^{of said park} or ceiling ^{of the extreme upper story} (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, ~~nor exceeding five thousand dollars~~ ^{or more than two houses}, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five ^{fifteen} feet from the exterior line of said park: provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five ^{fifteen} feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space: second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the width ^{of the building}, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base: and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said City of Boston, and the grantor said Trustees their suc'rs ^{said Trustees} owners or occupants of adjacent adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

Exclusive of such steeples, domes, cornices, parapets, balustrades, sculptured ornaments, chimneys and roofs as the Board of Park Commissioners may approve

~~TO HAVE AND TO HOLD the aforegranted premise to the said City of Boston in fee simple forever. And _____, the said _____~~

~~for _____ set _____ and _____ heirs, executors and administrators, do _____ covenant with the said City of Boston, that~~

~~lawfully seized in fee of the aforegranted premises: that they are free from all incumbrances,~~

~~_____ that _____ have good right to sell and convey the same to the said City of Boston forever as aforesaid: and that _____ will, and _____ heirs, executors and administrators shall warrant and defend the same to the said City of Boston forever against the lawful claims and demands of all persons.~~

IN WITNESS WHEREOF, we the said Leslie C. Weed and Gordon Prince, as Trustees as aforesaid and not individually,

_____ have hereunto set our hands and seals this _____ sixteenth ---- day of -- October ----, in the year of our Lord one thousand ^{nine}~~eight~~ hundred and one.

Signed and sealed)
in presence of)

Leslie C. Weed (seal) Trustees
Gordon Prince (seal) ^{as} Aforesaid.

Commonwealth of Massachusetts.

SUFFOLK, ss. 16 October 1901 .

Then personally appeared the above named Leslie C. Weed and Gordon Prince, Trustees, and acknowledged the foregoing instrument to be ^{their} free act and deed, as Trustees of the Carlton Hotel Trust,

Before me,
George Edward Brown.
Justice of the Peace.

Approved,

BOSTON, 18 . h. m. M.

Received and entered with Suffolk Deeds, lib. fol.

Attest, Register.

380

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

I, Leslie C. Wead, sole surviving trustee of the Carlton Hotel Trust, hereby certify that at a meeting of the stockholders of said Trust, at which all the stockholders were present, notice of said meeting having been duly waived, held in Boston on the seventh day of August, 1902, the foregoing instrument having been read and considered, all the stockholders voting in the affirmative, it was

VOTED: That the action of Leslie C. Wead and Gordon Prince, Trustees, in signing, sealing and acknowledging on the sixteenth day of October, 1901, the instrument which has just been read be and the same is hereby ratified and confirmed; and that Leslie C. Wead, sole surviving trustee of the Carlton Hotel Trust, be and is hereby authorized to deliver the same to the City of Boston.

Leslie C. Wead sole surviving
trustee of the Carlton Hotel Trust.

Know all men by these presents,

That I, Otis H. Weed, of Dedham in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, all my right, title and interest in and to a certain parcel of land situate in that part of said Boston which was formerly Roxbury, bounded and described as follows: beginning at a point in the easterly line of Kimball street distant 170 and $\frac{6}{10}$ feet from Tremont street and running easterly on land of said City formerly of Patrick and Bridget Dooley, 1 and $\frac{9}{100}$ feet; thence running southerly on land of John Devine by a curved line of 1328 and $\frac{56}{100}$ feet radius, 14 and $\frac{54}{100}$ feet to said Kimball street; thence running northerly on said Kimball street 14 and $\frac{50}{100}$ feet to the point of beginning: containing 8 sq ft more or less, and being a portion of lot numbered 49 as shown on a plan made by Whitman and Breck, dated June 15, 1872, and recorded with Suffolk Deeds at the end of Lib. 1114, also all my right, title and interest in and to the fee and soil of so much of said Kimball street as is included within the lines of said park as shown on the plan hereinafter mentioned.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

remaining land abutting upon said park, and do also, for sel and heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of said remaining land abutting upon said park. The described premises are shown on a plan

made by Alexis H. French, C. E.

dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which and heirs and assigns, (owners or occupants of adjoining lands of grantor ,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, hereby, for sel and heirs, executors, and administrators, covenant with said CITY OF BOSTON, that and heirs and assigns will hold remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{cornices projecting not more than 10 feet} ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor , heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And , the said

for sel and heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Otis H. Weed

have hereunto set my hand and seal this 18th day of October , in the year of our Lord one thousand eight hundred and 93

Signed and sealed)
in presence of)

Otis H. Weed, Jr. Otis H. Weed (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Oct 18 18 93 .

Then personally appeared the above named Otis H. Weed and acknowledged the foregoing instrument to be his free act and deed,

Before me, Otis H. Weed, Jr.
Justice of the Peace.

Approved,
Roscoe P. Owen

BOSTON, March 13 18 94 . 2 h. 25 m. P M.

Received and entered with Suffolk Deeds, lib.2185 fol. 422

Attest, Thos F. Temple Register.

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CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

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Know all men by these presents,

That Whereas Leslie C. Weed of Brookline in the Commonwealth of Massachusetts and Gordon Prince of Boston in said Commonwealth as they are trustees of the Carlton Hotel Trust under an indenture dated June 29, 1901, and recorded with Suffolk Deeds lib 2764 page 631, are the owners of a certain parcel of land at the corner of Boylston and

In consideration of

to paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park,

Hemenway street in said Boston, comprising lots numbered 1, 2, 3, 4, and a part of 5 on a plan made by William H. Whitney, dated June 1, 1888, and recorded with said deeds at the end of lib 2032, and being the same premises conveyed to said trustees by Frederick Ayer by deed dated July 1, 1901, and recorded with said deeds, lib 2763, page 401, which said parcel of land abuts upon the public park of said City known as the Boylston Entrance of the Fens, and

WHEREAS the said Trustees are desirous that a roadway of suitable width for the free passage of vehicles with a proper and convenient sidewalk and communicating with the public streets of said City shall be maintained within the limits of said park and adjoining said land of said trustees, and that the owners and occupants of their said land shall have free access to said roadway and sidewalk, and the right to use the same subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said City, or by any other board or department having for the time being the control and management of said parks.

AND, WHEREAS said Trustees have agreed that in case said roadway and sidewalk shall be maintained as aforesaid, their said parcel of land adjoining said park to a distance of one hundred feet from the exterior line thereof shall be held by said trustees and their successors and assigns subject to the restrictions herein after set forth.

NOW, THEREFORE, the said Leslie C. Weed, and Gordon Prince in their capacity as trustees as aforesaid in consideration of one dollar to them paid by the said City of Boston, the receipt whereof is hereby acknowledged, and the further consideration of the maintenance of said roadway and sidewalk as aforesaid do hereby for themselves and their successors covenant with said City of Boston that they and their successors and assigns will hold their said land abutting upon said park and to a distance of one hundred feet therefrom subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by said trustees of the whole or any part of the said restricted land.

And for the above-named consideration do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon

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remaining land abutting upon said park, and do also, for ~~sel~~ and ~~heirs~~
executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that
will not and they shall not make or have any claim or demand against said city for damages
in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to
support such filling, or to support the bank on the line of said park, where cutting down is
required for such grading, and further that ~~will not~~, and they shall not remove or permit
to be removed by any person other than the officers or agents of said city any portion of the
filling placed or sloped upon ~~said remaining land abutting upon said park~~ in grading the
same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon
the line of ~~said remaining land abutting upon said park~~. The described premises are
shown on a plan

made by ~~,~~
dated ~~,~~ and filed in the office of said Park Commissioners, to
which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed
upon estates belonging to ~~on account of the laying out and construction of said park,~~
said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said
CITY OF BOSTON shall construct along the boundary line of said park, within said parcel
of land, a roadway and walk to which ~~and~~ heirs and assigns, (owners or occu-
pants of adjoining lands of grantor ~~)~~ shall have free access, with the right to use the same for
the purposes of a way, subject to such reasonable rules and regulations as may from time to time
be made by the Park Commissioners of said city, or by any other board or department
having for the time being the control and management of said park, ~~hereby, for~~
~~sel~~ and ~~heirs, executors, and administrators, covenant with said CITY OF BOSTON,~~
that ~~and~~ heirs and assigns will hold ~~remaining land abutting upon said~~
park, and to a distance of one hundred feet therefrom, subject to the following restrictions,
which shall be inserted or referred to in any conveyance hereafter made by ~~of the whole~~
or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public
stable, or for any mechanical, mercantile, or manufacturing purposes, nor ~~exceed five stories in~~
~~height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the~~
~~edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or~~
~~chapels), and no roof shall be used for laundry or clothes-drying purposes.~~
~~costing less than \$7000~~

2. No ~~wooden~~ house arranged for ~~more than one family,~~ nor ~~wooden block~~ consisting of
more than two houses, nor wooden house or block standing at a distance less than five feet from
the side line of the lot upon which the same is placed, and no wooden house costing less than
five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor
apartment house costing less than four thousand dollars per suite of apartments, exclusive in
each case of the cost of the land, shall be erected or placed upon said premises. ~~fifteen~~

3. No building shall be erected or placed upon said premises within ~~twenty-five~~ feet from
the exterior line of said park; provided that steps, windows, porticos, and other usual projections
appurtenant to the front wall of a building are to be allowed in this reserved space of ~~twenty-~~
~~five~~ feet, subject to the following limitations, viz.: first, that no projections of any kind (other
than door-steps and balustrades connected therewith, and also cornices at the roof of the build-
ing) shall extend more than five feet from the rear line of the aforesaid space; second, that no
projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the
foundation wall sustaining the same (such foundation wall being a projection of the front wall),
will be allowed (excepting oriel windows above the first story on a street corner), unless any
horizontal sections of such projections would fall within the external lines of trapezoids, the
sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the
whole front of the building, and the base of any one of which trapezoids does not exceed
~~eighteen feet,~~ ~~and whose side lines make an angle of forty-five degrees with the base; and each~~
~~house in a block shall be considered a separate building within the meaning of this limitation.~~

The restrictions above set forth shall continue in force so long as such roadway and walk
shall be maintained by said CITY OF BOSTON, and the ~~grantor~~ ~~heirs and assigns,~~
owners or occupants of ~~grantor~~ ~~adjoining lands,~~ shall have free access thereto and liberty to
use the same for the purposes of a way, subject to the rules and regulations aforesaid.

sculptured ornaments, chimneys, and reefs as the Board of Park Com'rs may approve

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And , the said

for sel and heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Leslie C. Weed and Gordon Prince as Trustees as aforesaid and not individually

have hereunto set our hands and seal^s this nine 13th day of October , in the year of our Lord one thousand eight hundred and one

Signed and sealed)
in presence of)

Leslie C. Weed (seal)
Gordon Prince (seal)
Trustees as aforesaid.

Commonwealth of Massachusetts.

SUFFOLK, ss. 16 October 1901 18 .

Then personally appeared the above named Leslie C Weed and Gordon Prince Trustees and acknowledged the foregoing instrument to be their free act and deed, as trustees of the Carlton Hotel Trust
Before me,

George Edward Brown Justice of the Peace.

Approved,

BOSTON, November 11 1902 18 . 4 h. 10 m. P M.

Received and entered with Suffolk Deeds, lib. 2362 fol. 140

Attest,
Thos F. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

I, Leslie C. Weed, sole surviving trustee of the Carlton Hotel Trust, hereby certify that at a meeting of the stockholders of said Trust at which all the stockholders were present, notice of said meeting having been duly waived, held in Boston on the 7th day of August 1902, the foregoing instrument having been read and considered, all the stockholders voting in the affirmative, it was

VOTED, that the action of Leslie C Weed and Gordon Prince, trustees, in signing, sealing and acknowledging on the 16th day of October 1901, the instrument which has just been read, be and the same is hereby ratified and confirmed, and that Leslie C Weed, sole surviving trustee, of the Carlton Hotel Trust, be and is hereby authorized to deliver the same to the City of Boston.

Leslie C. Weed Sole surviving
trustee of the Carlton Hotel Trust

Know all men by these presents,

That we Aaron Davis Weld, formerly Aaron Davis Weld Jr., and Francis C. Welch, both of Boston in the Commonwealth of Massachusetts, as we are trustees for the benefit of Richard H. Weld, said Aaron Davis Weld formerly Jr. Adeline K. Clark, and Cordelia F. Reynolds, under the last will of Aaron D. Weld late of Boston deceased, acting herein under and by virtue of the power and authority conferred on us in and by said will and of every other power us hereto enabling

In consideration of one dollar and other valuable considerations to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate near Weld street in that part of said Boston formerly West Roxbury and bounded and described as follows: beginning at the easterly corner of said parcel at the intersection of the line between said land and land of said City taken from Sarah M. Pratt with the northwesterly line of land of said City taken from the heirs of George W. Goldsmith; thence running southwesterly on said land taken from said Goldsmith heirs, 736 and 48/100 feet as the wall stood at the time of the taking, hereinafter mentioned to land of said City taken from Alice Williams; thence continuing southwesterly on said land taken from Alice Williams 128 and 34/100 feet to land of said City taken from Benjamin C. Clark; thence running northwesterly on said land taken from said Clark 309 and 57/100 feet to a cedar post; thence running westerly on said last mentioned land 432 and 64/100 feet to other land of said City taken from said Alice Williams; thence continuing westerly on said last mentioned land 104 and 5/100 feet to other land of these grantors; thence running northerly by a curved line turning to the east of 955 and 37/100 feet radius 255 and 9/100 feet; thence continuing northerly by a line tangent to this and to the next following curve 163 and 67/100 feet; thence continuing northerly by a curved line turning to the west of 573 and 69/100 feet radius 106 and 33/100 feet; thence still northerly by a curved line turning to the west of 955 and 37/100 feet radius 207 and 90/100 feet, all on other land of these grantors; thence running easterly on said other land of these grantors 1039 and 87/100 feet in a straight line to said land of said City taken from Sarah M. Pratt; thence running southerly on said land taken from Sarah M. Pratt 291 and 31/100 feet as the wall stood at the time of the taking hereinafter mentioned to the point of beginning: containing 700834 square feet, more or less; also all our right of way over the easterly portion of a parcel of land taken from said Alice Williams and bounded as follows: northeasterly by land of said City taken from the heirs of George W. Goldsmith 49 feet; northwesterly by the parcel of land first herein conveyed 60 feet; southwesterly by the remaining portion of said land taken from Alice Williams about 48 feet; southeasterly by other land of said Alice Williams 60 feet.

The described premises were taken and laid out as a part of a public park by the Board of Park Commissioners of said City of Boston on the 22nd day of October 1894, and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City of Boston for damages, costs, expenses, and compensation for, on account of or in any way growing out of said taking.

And for the above-named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ~~our~~ ^{successors} ~~selves~~ and ~~our~~ ^{heirs}, ~~executors, administrators,~~ and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting there is~~ ^{authorize} required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land ~~abutting upon said park~~ in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan ~~a copy whereof is recorded with Suffolk Deeds, lib 2244 page 545~~

signed ~~made~~ by William Jackson City Engineer, dated October 22, 1894, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our ^{successors} ~~heirs~~ and assigns, (owners or occupants of adjoining lands of grantor's) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for our ^{successors} ~~selves~~ and our ~~heirs, executors, and administrators,~~ ^{successors} ~~heirs~~, covenant with said CITY OF BOSTON, that we and our ~~heirs~~ and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land: —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ~~cornices at the roof of the building~~ ^{piazas projecting not more than ten feet}) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, ^{successors} ~~their~~ ~~heirs~~ and assigns, owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON
in fee simple forever. And-----, the said

for _____ self and _____ heirs, executors and administrators, do _____ covenant with the
said CITY OF BOSTON, that

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that will, and heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Aaron Davis Weld & Francis C. Welch
trustees as aforesaid

have herenunto set our hands and
seals this 14th day of January, in the year of our Lord one
thousand eight hundred and one

Signed and sealed)
in presence of)

Aaron Davis Weld (seal)

Francis C. Welch (seal)
Trustees as aforesaid

Commonwealth of Massachusetts.

SUFFOLK, ss. January 14 1901 18

Then personally appeared the above named Aaron Davis Weld
and acknowledged the foregoing instrument to be his free act and deed.

Before me,

John Parkinson

Justice of the Peace.

Approved,

Roscoe P Owen

BOSTON, Jan 14 1901 18 . 4 h. 30 m. P M.

Received and entered with Suffolk Deeds, lib. 2730 fol. 359

Attest,

Thos F Temple.

Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, George Derby Welles of Boston in the Commonwealth of Massachusetts.

In consideration of thirteen hundred dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of Boston formerly Dorchester, and bounded as follows: northwesterly by land of said City, formerly of Patrick F. McDonald and Cheever Newhall, five hundred fifty nine and 68/100 feet; northeasterly by land of said City, formerly of James J. Donnelly and William J. Emerson, two hundred twenty six and 40/100 feet; southeasterly by land of said City, formerly of the devisees of Marshall P. Wilder, five hundred seventy and 24/100 feet; southwesterly by land of said City, formerly of the devisees of Eliza Floyd, two hundred and twenty four feet: containing one hundred and twenty seven thousand six hundred and twenty square feet, more or less, and shown on a plan made by William Jackson, City Engineer, dated May 19, 1892, and recorded with Suffolk Deeds, Lib 2073 fol 49; being the same premises conveyed to Arnold F. Welles, my late father, by deed of Jeremiah Hill, dated September 16, 1844, and recorded with Norfolk Deeds, Lib. 150 fol 310. For my title see the last will of said Arnold F. Welles, proved and allowed in the Probate Court for the County of Suffolk on the ninth day of December, 1844.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed May 19, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking, and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said Welles, for my self and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking
and that I will, and my ---- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

~~AND for the consideration aforesaid,~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said George Derby Welles and Armandine V. Welles, my wife, who joins herein in token of her release of all right and title of or to both dower and homestead in the described premises

have hereunto set our hands and seal s this twelfth day of November, in the year of our Lord one thousand eight hundred and ninety-two by Edward Ingersoll Browne our attorney, hereby duly authorized by power of attorney recorded with Suffolk Deeds, lib. 1164, fol. 253.
Signed and sealed in presence of

	George Derby Welles	
Roscoe P. Owen.	by Edward I. Browne his Attorney.	(seal)
	Armandine V. Welles	
	by Edward I. Browne her Attorney.	(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. November 12, 189 2

Then personally appeared the above-named Edward Ingersol Browne and acknowledged the foregoing instrument to be the free act and deed, of said George Derby Welles
Before me,
Roscoe P. Owen.

Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, November 12 189 2 2 h. 7 m. P.M.

Received and entered with Suffolk Deeds lib. 2095 page 182

Attest,

Thos. F. Temple Register.

Know all men by these presents,

That we, Willard Welsh, of Malden, and Stephen P. Weld, of Milton, both in the Commonwealth of Massachusetts

In consideration of three hundred ninety-two and 50/100 dollars to paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land or flats situate in or upon Old Harbor, so called, in that part of said Boston called South Boston, and bounded as follows: westerly by a curved line of nineteen hundred and ten (1910) feet radius shown on the plan hereinafter referred to; northerly by land or flats of said City, formerly of George B. Cushing and George W. Smith; easterly by the line of extreme low water in said Old Harbor, or of the limit of riparian ownership; southerly by other land or flats of said City, formerly of the heirs of Frederick A. Green: containing about 78,500 square feet inside the Harbor Commissioners' line and about 20,400 square feet outside of said line, and being a portion of the premises conveyed to said Weld by deed of James W. Ricker, City Collector, dated September 1, 1885, and recorded with Suffolk Deeds, Lib. 1694 fol. 217, and conveyed to said Welsh by deed of said Ricker, dated September 20, 1890, and recorded with said Deeds, Lib. 1960 fol. 419.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the above named consideration has been received in full satisfaction and discharge of all claims, and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration we do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan

signed made by William Jackson, City Engineer, ,
dated April 29, 1892, and filed in the office of said Park Commissioners, to
and a copy thereof filed in the Registry of Deeds for the County of Suffolk
which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us, ^{either of us} or of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ^{seventy} ~~sixty~~ feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park ; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space ; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor , their heirs and assigns, owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said grantors

for our selves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking we were lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons. Provided that in case of the breach of any of the covenants of warranty herein made by the within named grantors, the damages to be recovered from them on account thereof shall not exceed the consideration herein named with interest from April 29, 1892.

IN WITNESS WHEREOF, we the said Willard Welsh and Stephen P. Weld

have hereunto set our hands and seals this twelfth day of January , in the year of our Lord one thousand eight hundred and ninety four.

Signed and sealed)
in presence of)

W. A. Browning.

Willard Welsh (seal)
Stephen P. Weld (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. January 13 1894 .

Then personally appeared the above named Willard Welsh and acknowledged the foregoing instrument to be his free act and deed,

Before me,

W. A. Browning
Justice of the Peace.

Approved,

Roscoe P. Owen
City Conveyancer.

BOSTON, Jan 15 1894 . 4 h. 37 m. P. M.

Received and entered with Suffolk Deeds, lib. 2175 fol. 1

Attest, Thos. T. Temple. Register.

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That I, Willard Welsh, of Malden in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land or flats situate in or upon Old Harbor, partly in that part of said Boston formerly Dorchester, and partly in that part of said Boston called South Boston and bounded as follows: westerly by the old location of the Old Colony Railroad; northerly by land or flats of said City formerly of the heirs or devisees of George B. Cushing and the heirs or devisees of George W. Smith; easterly by land or flats of said City described in a deed given by this grantor and Stephen P. Weld to said City dated June 12, 1894 and recorded with Suffolk Deeds, lib. 2175 page 1; southerly by land or flats of said City formerly of the heirs or devisees of Frederick A. Green.

The described premises were taken for the purposes of a public park by the Board of Park Commissioners of said City of Boston on the 9th day of June 1897 and the above named consideration has been received in full satisfaction and discharge of all my claims and demands against said City for damages, costs, expenses, and compensation for, on account of or in any way growing out of said taking.

The said premises are shown on a plan made by William Jackson, City Engineer, dated June 9, 1897 and recorded with Suffolk Deeds, lib 2449 page 418.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Willard Welsh

have hereunto set my hand and seal this 24th day of March, in the year of our Lord one thousand nine hundred and

Signed and sealed }
in presence of }

Joseph Bennett

Willard Welsh (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. March 24 1900

Then personally appeared the above-named Willard Welsh and acknowledged the foregoing instrument to be his free act and deed, Before me, Joseph Bennett

Justice of the Peace.

Approved,
Roscoe P Owen
City Conveyancer.

BOSTON, April 6 1900 4 h. 19 m. P M.

Received and entered with Suffolk Deeds lib. 2675 page 232

Attest,

Thos F. Temple Register.

Release of all demands Mary A Welsh March 24, 1900

Know all men by these presents,

That we, Willard Welsh of Malden and Stephen P. Weld of Milton, both in the Commonwealth of Massachusetts

In consideration of three hundred ninety-two and 50/100 dollars to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land or flats situate in or upon Old Harbor, so-called, in that part of said Boston called South Boston, and bounded as follows: Westerly by a curved line of 1910 feet radius, shown on the plan hereinafter referred to; northerly by land or flats of said City formerly of George B. Cushing and George W. Smith; easterly by the line of extreme low water in said Old Harbor, or of the limit of riparian ownership; southerly by ^{other} land or flats of said City formerly of the heirs of Frederick A. Green: containing about 78,500 square feet inside the Harbor Commissioners' line, and about 20,400 square feet outside of said line, and being a portion of the premises conveyed to said Weld by deed of James W. Ricker, ^{City Collector.} dated September 1, 1885, and recorded with Suffolk Deeds, lib. 1694, fol. 217, and conveyed to said Weld by deed of said Ricker dated September 20, 1890 and recorded with said deeds, lib. 1960, fol. 419.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 29, 1892, and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration --- we ----do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our

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remaining land abutting upon said park, and do also, for ~~our~~ selves and ~~our~~ heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that ~~we~~ will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting down is~~ Stet. required for such grading, and further that ~~we~~ will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon ~~our~~ said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of ~~our~~ said remaining land abutting upon said park. The described premises are shown on a plan signed

made by William Jackson, City Engineer

dated April 29, 1892, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to ~~us~~ on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which ~~we~~ and ~~our~~ heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, ~~we~~ hereby, for ~~our~~ selves and ~~our~~ heirs, executors, and administrators, covenant with said CITY OF BOSTON, that ~~we~~ and ~~our~~ heirs and assigns will hold ~~our~~ remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by ~~us~~ or either of ~~us~~ or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed ~~sixty~~ ^{seventy} feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. ~~No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises. See 2nd page fol.~~

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ~~cornices at the roof of the building~~ ^{plazas projecting not more than 3 feet}) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, ~~their~~ heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said grantors for our selves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking we were lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking.

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons, provided, that in case of ^{the} breach of any of the covenants of warranty herein made by the withinnamed grantors the damages to be recovered from them #

IN WITNESS WHEREOF, we the said Willard Welsh and Stephen P. Weld

have hereunto set our hands and seals this ---- twelfth ---- day of -- January -- , in the year of our Lord one thousand eight hundred and ninety-four.

Signed and sealed }
in presence of }

W. A. Browning. Willard Welsh (seal)
Stephen P. Weld. (seal)

on account thereof shall not exceed the consideration herein named, with interest from April 28, 1892.

Commonwealth of Massachusetts.

SUFFOLK, SS. January 13, 1894 .

Then personally appeared the above named Willard Welsh and acknowledged the foregoing instrument to be his free act and deed,

Before me, W. A. Browning.
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, January 15 18 94 . 4 h. 37 m. P.M.

Received and entered with Suffolk Deeds, lib. 2175 fol. 1

Attest, Thos. F. Temple. Register.

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CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Restrictions #2:

No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than \$4000, nor brick or stone house costing less than \$6000, nor wooden apartment house of two stories costing less than \$5000, nor wooden apartment house of three stories costing less than \$6000, nor apartment house of ^{brick or} stone costing less than \$3000 per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

Know all men by these presents,

That I, Sarah L. West of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable consideration paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, two certain parcels of land situate between Commonwealth avenue and Chestnut Hill Reservoir in that part of said Boston formerly Brighton, and bounded and described as follows: viz,- The first parcel is bounded southeast by land of said City of Boston by two lines 43 and 85/100 feet, and 125 and 20/100 feet, southwest by other land of said City 85 and 4/100 feet; northwest by land described in the vote hereinafter mentioned as taken from Frances E. Munroe 24 and 4/100 feet; northeast by other land of mine by a curved line drawn with a radius of 2400 feet 65 and 19/100 feet; and northwest by other land of mine 131 and 34/100 feet: containing 3112 sq ft more or less.

The second parcel is bounded southeast by land described in said vote as taken from Theodore B. Munroe 133 and 16/100 feet; southwest by land of said City 65 and 73/100 feet; northwest by land described in said vote as taken from Frances E. Munroe 138 and 8/100 feet; and northeast by other land of mine by a curved line drawn with a radius of 2400 feet 65 and 97/100 feet: containing 3234 square feet more or less.

And for said consideration I hereby release and discharge said City of Boston from all claims for damages by reason of or in any way growing out of the taking of the described lands by a vote of the Board of Park Commissioners of said City passed Nov. 13, 1899.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me _____ and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Sarah L. West, widow

have hereunto set my hand and seal this 6th day of January, in the year of our Lord one thousand nine hundred and

Signed and sealed }
in presence of }

C. F. Day Sarah L. West (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Jan 6 1900

Then personally appeared the above-named Sarah L. West and acknowledged the foregoing instrument to be her free act and deed, Before me,

Chas Frank Day
Justice of the Peace.

Approved,
Chas Frank Day
City Conveyancer.

BOSTON, January 6 1900 I h. 26 m. p M.

Received and entered with Suffolk Deeds lib. 2657 page 342

Attest,
Thoas F. Temple. Register.

Know all men by these presents,

That the West End Street Railway Company a corporation duly established under the laws of the Commonwealth of Massachusetts

In consideration of one dollar and other valuable considerations to it paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a parcel of land situate in said Boston and bounded and described as follows: northeast by Camden street, 262 and 82/100 feet; southeast by Columbus avenue by a straight line 63 and 97/100 feet, by a curved line drawn with a radius of 1986 feet, 237 and 36/100 feet, and by another straight line 10 and 89/100 feet; westerly by lots marked A.B.C. D.& E. on the plan hereinafter mentioned by two lines, 117 and 63/100 feet, and 207 and 95/100 feet; northeast by land supposed to belong to L.G. Burnham 65/100 of a foot; and northwest by the same 107 and 11/100 feet: containing 50645 square feet more or less, and being lot numbered 9 on a plan made by the C.H.W. Wood Company Surveyors dated April 17, 1890, and on file in the office of the Board of Park Commissioners of said City of Boston.

And for said consideration said Company hereby releases and discharges said City of Boston from all claims for damages by reason of the taking of the described premises by a vote of said Board of Park Commissioners passed January 1, 1900.

This conveyance is made subject to any lien or assessment for the laying out and construction of the extension of Columbus avenue

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And ~~the said~~
 , for ~~-----sel-----and-----~~ theirs, executors and administrators.--

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do covenant with the said City of Boston, and its assigns, that the premises are free from all
incumbrances made or suffered by
and that will, and heirs, executors and administrators
shall, warrant and defend the same to the said City of Boston, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under
but against none other.

AND for the consideration aforesaid,

do hereby release unto the said City of Boston, its successors and assigns, all right of dower
and homestead exemption in the granted premises.

IN WITNESS WHEREOF, the said West End Street Railway Company has caused
its corporate seal to be hereto affixed and attested by Parkman Dexter its treasurer,
and these presents to be signed acknowledged and delivered in its name and behalf by
Samuel Little its president, both hereto duly authorized,

have hereunto set hand and
seal this 20th day of February, in the year of our
Lord one thousand nine hundred and

Signed and sealed }
in presence of }

West End Street Railway Company

by Samuel Little, President (seal)

Seal affixed and attested by me
Parkman Dexter, Treasurer.

Commonwealth of Massachusetts.

SUFFOLK, ss.

February 20

1900

Then personally appeared the above-named Samuel Little

and acknowledged the foregoing instrument to be the free act and deed, of the West End
Street Railway Company

Before me,

Charles B. Gleason

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, March 5 1900 4 h. 16 m. M.

Received and entered with Suffolk Deeds lib. 2668 page 620

Attest,

Register.

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At a meeting of the Directors of the West End Street Railway Company, held in Boston January 31, 1900 a quorum being present it was VOTED, to assent at the request of the Boston Elevated Railway Company to the sale to the City of Boston of about 50645 sq ft of land at the corner of Columbus avenue and Camden street at \$2.00 per sq ft.

VOTED, that the President be authorized in the name and behalf of this Company to execute, acknowledge, and deliver a deed to the City of Boston of about 50645 sq ft of land at the corner of Columbus avenue and Camden street and that the Treasurer be authorized to affix to said deed and attest the corporate seal,

Attest

Parkman Dexter, Clerk.

KNOW ALL MEN BY THESE PRESENTS that the Boston Elevated Railway Company, a corporation duly established under the laws of the Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations to it paid by the City of Boston, a municipal corporation in said Commonwealth, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitclaim unto the said City of Boston all its right, title and interest in and to the land at the corner of Camden st and Columbus avenue in said Boston, fully described in the foregoing deed from the West End Street Railway Company to said City.

And for said consideration said Boston Elevated Railway Company hereby releases and discharges said City of Boston from all claims for damages by reason of the taking of said land by a vote of the Board of Park Commissioners of said City of Boston passed Jan 1, 1900.

To have and to hold the above released premises with all the privileges and appurtenances to the same belonging to the said City of Boston, its successors and assigns to its and their use and behoof forever.

In witness whereof the said Boston Elevated Railway Company has caused its corporate seal to be hereto affixed, and attested by William Hooper its treasurer and these presents to be signed acknowledged and delivered in its name and behalf by William A. Bancroft its president and William Hooper, Treasurer, both hereto duly authorized this 23rd day of February A.D. 1900.

Boston Elevated Railway Company

by

William A. Bancroft, President (seal)

William Hooper, Treasurer.

Attest:

William Hooper, Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Suffolk S.S.

February 23, 1900

Then personally appeared the above named William A. Bancroft and acknowledged the foregoing instrument to be the free act and deed of the Boston Elevated Railway Company,

Before me,

John T. Burnett
Justice of the Peace

Approved

Chas. Frank Day,
City Conveyancer.

February 20, 1900

At a special meeting of the Directors of the Boston Elevated Railway Co duly called held this day at which a quorum was present the following votes were passed

WHEREAS -- see Street Deed Col ave)

HEREAS the Board of Park Com'rs of the City of Boston by vote passed Jan 1, 1900 did take a certain parcel of land owned by the West End St Railway Co at the corner of Columbus ave and Camden st containing 50645 sq ft of land, and

WHEREAS a settlement has been made with the said City of Boston on acct of the taking of said parcel of land for the sum of \$105,073.39 and the City has requested that this Company execute a release and quit claim deed of all the right title and interest in and to the said tract of land as more fully described in the deed from the W.E. St Ry Co to said City dated Feb 20, 1900,

VOTED, that the President and Treasurer be and hereby are authorized to execute on behalf of this Company a release and Q.C. deed unto the said City of Boston of all its right title and interest in and to said tract of land at the cor of Camden Street and Col ave as more fully described in said deed of the W.E. St Ry Co to said City dated Feb 20 1900

A true copy

Attest: John T. Burnett, Clerk

Know all men by these presents,

That we, Mary J. Weston, widow, George H. Weston, and Herbert M. Weston, all of Boston, in the County of Suffolk, Commonwealth of Massachusetts

In consideration of twenty thousand dollars to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, a certain parcel of land and flats situate in that part of said Boston called South Boston, and bounded as follows: namely, west by O street extended to extreme low water, northwest by the red line shown on the plan hereinafter referred to as the line secondly mentioned in a description of land taken by the Board of Park Commissioners of said City of Boston, and recorded with Suffolk deeds, lib. 1938, fol. 547; north by East Seventh street; east by land of said City formerly of the Boston Yacht Club; and south by the line of extreme low water in Old Harbor or by the limit of riparian ownership.

Also two certain parcels of land, one at the intersection of said northwesterly boundary line with each of the streets above mentioned, and situate on the northerly side of said lines, each of said parcels being bounded on one side by said line, on one side by the street line and on the third side by a curved line of 20 feet radius drawn tangent to said lines as shown on said plan. Also all our right, title, and interest in and to the fee and soil in all portions of said streets embraced within said lines.

The described premises were taken and laid out as a part of a public park by an act of said Board of Park Commissioners passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of or in any way growing out of said taking and the location, laying out and construction of said park.

And for the above-named consideration ---- we --- do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our remaining land abutting upon said park, and do also, for ourselves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

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we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston Mass., taken April 30, 1890 for a park under chap. 185 of the laws of 1875, made by Wm. Jackson, City Eng'r dated April 30, 1890 -----, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns (owners or occupants of adjoining lands of grantors), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for ourselves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park: provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors. their heirs and assigns, owners or occupants of grantors' adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And we , the said Grantors

for ourselves and our heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that

~~lawfully seized in fee of~~ the aforegranted premises; ~~that they~~ are free from all incumbrances, made or suffered by us except said taking,

that we have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons claiming by, through or under us but against none other.

IN WITNESS WHEREOF, we the said Mary Jane Weston, George H. Weston, and Herbert M. Weston, all unmarried,

have hereunto set our hands and seal s this ----- sixth --- day of November ---- , in the year of our Lord one thousand eight hundred and ninety.

Signed and sealed } in presence of }	Dudley A. Dorr	Mary Jane Weston,	(seal)
	G. H. W.	Geo. H. Weston,	(seal)
		Herbert M. Weston,	(seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. Boston, November 6, 189 0

Then personally appeared the above named Geo. H. Weston, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Dudley A. Dorr,
Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, November 7, 189 0 . 11h. 16m. A. M.

Received and entered with Suffolk Deeds, lib. 1966 page 443

Attest, Thomas F. Temple, Register.

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CITY OF BOSTON.

TO THE

(PARKWAY, SO. BOSTON.)

PUBLIC PARK DEED.

Know all men by these presents,

That I, Herbert A. Wheat of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable considerations, paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston at the end of Samoset place as it existed prior to the taking hereinafter mentioned, and bounded as follows, viz: northwesterly by land of said City formerly of Thomas L Jenks, Trustee, 21 feet; northeasterly by land of said City formerly of Eliza B. Macquarrie and by other land of said Macquarrie, 34 and 75/100 feet; southeasterly by land of the heirs or devisees of John Lythgoe, 22 feet; southwesterly by the land of said City formerly of Ellen Gallagher 17 feet; again northwesterly by land of said City, formerly of David Flynn, 1 and 33/100 feet; again southwesterly by the same 17 and 58/100 feet: containing 748 square feet more or less, and being the same premises conveyed to me by James I. Albertstan, by deed dated May 1, 1893 and recorded with Suffolk Deeds, lib 2356 page 264.

The described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the 25th day of May 1897, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taking.
and that I will, and my heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, I the said Herbert E. Wheat being unmarried

have hereunto set my hand and seal this 27th day of June, in the year of our Lord one thousand eight hundred and 98

Signed and sealed
in presence of

Herbert E Wheat (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. June 28 189 8

Then personally appeared the above-named Herbert E Wheat and acknowledged the foregoing instrument to be his free act and deed, Before me,

Henry C Hubbard

Justice of the Peace.

Approved,
Roscoe P Owen
City Conveyancer.

BOSTON, June 30 189 8 4 h. 48 m. P M.

Received and entered with Suffolk Deeds lib. 2540 page 110

Attest,

Thos F Temple Register.

Know all men by these presents,

That I, Herbert E. Wheat of Boston in the Commonwealth of Massachusetts

In consideration of ten thousand one hundred and seventy-five dollars paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, a certain parcel of land situate in said Boston and bounded as follows: North-easterly by North Bennet street, 13 feet; southeasterly by land of said City formerly of David F. Tilley by two lines measuring respectively, 32 and 75/100 feet and 27 and 4/100 feet; southwesterly by other land of said City formerly of Thomas L. Jenks, Trustee, 9 and 42/100 feet; north-westerly by Bennet avenue, 59 and 31/100 feet: containing 710 square feet more or less, and being the same premises conveyed to me by John Groves by deed dated May 4, 1897 and recorded with Suffolk Deeds lib. 2439 page 101.

The described premises were taken for the purposes of a public playground by an act of the Board of Park Commissioners of said City of Boston, passed May 25, 1897; and the abovenamed consideration has been received in full satisfaction and discharge of all claims and demands against said City of Boston for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking.

This conveyance is made subject to taxes for the year 1897, which said City is to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for my self and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by me except said taxes
and that I will, and -- my --- heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under me but against none other.

AND for the consideration aforesaid,

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Herbert E. Wheat, being unmarried.

have hereunto set my hand and seal this ---- nineteenth -- - day of -- November -----, in the year of our Lord one thousand eight hundred and ninety-seven.

~~Signed and sealed)
in presence of)~~

Herbert E. Wheat (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. November 20 1897

Then personally appeared the above-named Herbert E. Wheat
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
James F. Farley.

Justice of the Peace.

Approved,
Roscoe P. Owen.

City Conveyancer.

BOSTON, November 20 1897 1 h. 2 m. P.M.

Received and entered with Suffolk Deeds lib. 2485 page 605

Attest,

Thos. F. Temple. Register.

Know all men by these presents,

That I, Henry M. White, of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable considerations to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in said Boston on the westerly side of the Tremont Entrance on the Back Bay Park and bounded and described as follows: northeast by said park by a curved line of 1,700 feet radius 82 and 93/100 feet; east by said Tremont Entrance, as now laid out, there measuring on a curved line of 250 feet radius 197 and 26/100 feet; southwest by land of the Boston Water Power Co. about 50 and 22/100 feet; west by the proposed westerly line of said Tremont Entrance as shown on a plan hereinafter referred to, there measuring by a straight line about 101 and 18/100 feet and by a curved line of 70 feet radius 105 and 24/100 feet: containing about 4,820 square feet, & being a portion of the premises conveyed to me by deed of William Boynton, dated October 4, 1889 and recorded with Suffolk Deeds li . 1904 fol. 114.

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said entrance park, to the grade to be established therefor by the Park Commissioners of said City, upon

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remaining land abutting upon said park, ^{entrance,} and do also, for my self and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, ^{entrance} where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park, ^{entrance} in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park, ^{entrance} The described premises are shown on a plan -----

made by Alexis H. French, Civil Engineer, , dated November 20, 1889 , and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, ^{and of said entrance} ~~within said parcel~~ of land a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for my self and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, ^{and said entrance} ~~from said park and from said entrance~~ and to a distance of one hundred feet ~~therefrom~~, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No ~~wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor~~ brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park : provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz. : first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space : second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base ; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor , his heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

Handwritten note: See City Record, Volume 507 Page 435. Height 25 ft in height

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I , the said grantor

for myself and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Henry M. White and Fannie E. White, wife of said Henry M., who joins herein for the consideration aforesaid in token of her release of all right and title of or to both dower and homestead in the granted premises.

have heremto set our hands and seals this twenty-ninth day of December , in the year of our Lord one thousand eight hundred and ninety-one.

Signed and sealed }
in presence of }
62 printed words having
been stricken out and
19 words interlined
before signing.
Henry M. White, (seal)
Fannie E. White, (seal)
T. Edgar White.

Commonwealth of Massachusetts.

SUFFOLK, ss Boston, January 27 1892 .

Then personally appeared the above named Henry M. White and acknowledged the foregoing instrument to be his free act and deed,

Before me,
James J. Meyers,
Notary Public.
Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, May 24, ----- 18 92 . 3 h. 9 m. P. M.

Received and entered with Suffolk Deeds, lib. 2061 fol. 569

Attest, Thomas F. Temple, Register.

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CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Release of Mortgage, James J. Meyers, as I am shown a certain mortgage
given by Henry W. White to William Boynton, dated Oct. 14, A D 1889.
Suffolk Deeds, lib. 2061 fol. 566.

Attest.

Thomas F. Temple.

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Know all men by these presents,

That I, John L. White of Boston in the Commonwealth of Massachusetts, the mortgagee named in a certain mortgage given by Frederick J. White to secure the payment of twenty thousand dollars deeded October 27, 1898 and recorded in the Suffolk Deeds, Book 2562 page 637, in consideration of sixteen thousand six hundred fifty-five and 83/100 dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over unto the said City of Boston its successors and assigns, the said mortgage deed, the note and claim thereby secured, and all my right, title and interest, if any I have, in and to the real estate thereby conveyed; also all my right, title, interest, claim, and demand as such mortgagee to recover damages from said City or otherwise for the taking of all the land described in said mortgage by a vote of the Board of Park Commissioners of said City of Boston passed September 14, 1899, for which a petition was brought by said Frederick J. White against said City of Boston, which petition is now pending in the Superior Court for the County of Suffolk in said Commonwealth, and to which petition as such mortgagee I have by amendment been made a party, and for said consideration I hereby covenant and agree with said City of Boston that the amount now due on said note is sixteen thousand five hundred dollars with interest thereon at the rate of five percent per annum from January 1, 1904, and that I was at the time of said taking and now am the lawful holder and owner of said note, and that I have made no assignment of my claim for damages, under said note and mortgage or against said City by reason of said taking, and that I will, and my executors and administrators shall indemnify and save harmless said City against all claims of all persons under said note and by reason of any loss, damage, cost, and expense to it in any way growing out of said payment by said City to me.

IN WITNESS whereof I hereunto set my hand and seal this 8th day of
March A.D. 1904.

John L. White (seal)

COMMONWEALTH OF MASSACHUSETTS,

Suffolk S.S.

March 8, 1904

Then personally appeared the abovenamed John L. White and acknowledged the foregoing instrument to be his free act and deed before me,

James R. Carret

Justice of the Peace

Approved

Chas Frank Day
City Conveyancer

Boston March 8, 1904 at 4 o'clock and 46 minutes P.M.
Received and entered with Suffolk Deed, lib. 2954 page 76

Attest:

Thos. F. Temple Register.

Know all men by these presents,

That I, Elizabeth H Whitney, of Boston, in the Commonwealth of Massachusetts, widow,

In consideration of ten thousand eight hundred eighty-six and 39/100 dollars to me paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land and flats situate in that part of said Boston, called South Boston, and bounded and described as follows: namely; west by L street extended to extreme low water, north by the red line shown on the plan hereinafter referred to as the line secondly mentioned in a description of land taken by the Board of Park Commissioners of said City of Boston and recorded with Suffolk Deeds lib. 1938 fol. 547; east by land of said city, formerly of John Favor's heirs and Laban Pratt; south by the line of extreme low water in Old Harbor or of the limit of riparian ownership. Also a certain parcel of land at the intersection of said northerly boundary line with said L street and bounded south by said line west by said L street and northeast by a curved line of 20 feet radius drawn tangent to said northerly boundary line and to the easterly line of said L street as shown on said plan. Also all my right, title and interest in and to the fee and soil of so much of said L street as lies southerly of said northerly boundary line.

The described premises were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said city for damages, costs, expenses and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

And for the above-named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said City of Boston that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan of land in the City of Boston, Mass., taken Apr. 30, 1890, of the Acts of 1875, for a park under chap. 185 made by-----William Jackson, C. E.

dated April 30, 1890, and filed in the office of said Park Commissioners, to which plan, reference may be had for a more particular description of said premises (of Suffolk and a copy thereof filed in the Registry of Deeds for the County of Suffolk).

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the boundary line of said park, within said parcel of land, a roadway and walk to which I and my heirs and assigns (owners or occupants of adjoining lands of grantor), shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land:—

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden apartment house of more than three stories, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than four thousand dollars, nor brick or stone house costing less than six thousand dollars, nor wooden apartment house of two stories costing less than five thousand dollars, nor wooden apartment house of three stories costing less than six thousand dollars, nor apartment house of brick or stone costing less than three thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also piazzas projecting not more than eight feet) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, her heirs and assigns, owners or occupants of grantor's adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And I , the said grantor

for my self and my heirs, executors and administrators, do covenant with the said CITY OF BOSTON, that at the time of said taking I was lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, except said taking.

that I have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Elizabeth^H Whitney

have hereunto set my hand and seal this thirteenth day of January , in the year of our Lord one thousand eight hundred and ninety-one.

Signed and sealed }
in presence of }
Andrew Slater. Elizabeth^H Whitney, (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. Boston, Jan. 13, 1891 .

Then personally appeared the above named Elizabeth H. Whitney and acknowledged the foregoing instrument to be her free act and deed.

Before me,
Andrew Slater,

Justice of the Peace.

Approved.
Roscoe P. Owen,
City Conveyancer.

BOSTON, January 15, 1891 . 2 h. 8 m. P.M.

Received and entered with Suffolk Deeds, lib.1977 page 184.

Attest, Thomas F. Temple, Register.

4/28

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CITY OF BOSTON.

TO THE

(PARKWAY, SO. BOSTON.)

PUBLIC PARK DEED.

Know all men by these presents,

That we, Willard P. Whittemore of Boston in the Commonwealth of Massachusetts, Parker W. Whittemore of Newton in said Commonwealth and Mason B. Whittemore of said Boston

In consideration of one dollar and other valuable considerations to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, three undivided fourth parts of a certain parcel of land situate in that part of said Boston formerly West Roxbury and bounded as follows: northwesterly by Washington street, 329 and 39/100 feet; northeasterly by land now or formerly of the President and Fellows of Harvard College by two lines, 200 feet and 718 and 25/100 feet; southeasterly by land now or formerly of Clarence E. Tuttle by two lines, 120 feet and 313 and 3/100 feet; southerly and against southeasterly by Florence street by two lines, 75 and 97/100 feet and 211 and 2/100 feet; southwesterly by land taken for sewer purposes October 8, 1896, 797 and 80/100 feet: containing 419584 square feet, more or less; being a portion of the premises which descended to us and our sister, Edith F. Whittemore, as the only children and heirs at law of Charles W. Whittemore, late of said Boston, deceased intestate. This conveyance is made subject to the taxes to be assessed as of May 1, 1902 and to the unpaid balance of a sewer assessment upon the described premises which said taxes and said unpaid balance of said sewer assessment said City agrees to assume as a part of the consideration herein named.

The Described premises were taken for the purposes of a public playground by the Board of Park Commissioners of said City of Boston on the 26th day of June, 1902, by an instrument duly recorded with Suffolk Deeds, and the above named consideration has been received in full satisfaction and discharge of all our claims and demands against said City, for damages, costs, expenses and compensation for on account of or in any way growing out of said taking.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us or either of us except as aforesaid and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other. except as aforesaid

AND for the consideration aforesaid, we, Carrige G. Whittemore, wife of said Willard P, Grace S. Whittemore wife of said Parker W., and Winnifred P. Whittemore wife of said Nason D

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Willard B. Whittemore, Parker W. Whittemore, Mason B. Whittemore, Carrie G. Whittemore, Grace S. Whittemore, and Winnifred P. Whittemore

have hereunto set our hands and seals this 1st day of July, in the year of our Lord one thousand nine hundred and two

Signed and sealed }
in presence of }

Norman W. Brigham Jr, as to P. W. W.

Willard P Whittemore (seal)
Parker W Whittemore "
Mason B. Whittemore "
Carrie G. Whittemore "
Grace S. Whittemore "
Winnifred P. Whittemore "

Commonwealth of Massachusetts.

SUFFOLK, ss. July 1 190 2

Then personally appeared the above-named Parker W. Whittemore and acknowledged the foregoing instrument to be his free act and deed,

Before me,
Norman W. Brigham

Justice of the Peace.

Approved,
Roscoe P Owen

City Conveyancer.

BOSTON, July 15 190 2 4 h. 36 m. P M.

Received and entered with Suffolk Deeds lib. 2839 page 215

Attest,

Thos F Temple

Register.

Know all men by these presents,

That I, Parker W. Whittemore of Newton in the Commonwealth of Massachusetts, as Guardian of Edith F. Whittemore, minor and child of Charles W. Whittemore, late of Boston in said Commonwealth, by virtue of a license granted to me on the 19th day of June last by the Probate Court in the County of Suffolk in said Commonwealth have sold the real estate of said Minor hereinafter described at private sale to the City of Boston for the sum of \$6350, now, therefore

In consideration of the said sum of \$6350
 said of which sum
 to me paid by the City of Boston, the receipt whereof is hereby acknowledged I do hereby-
 as Guardian aforesaid and by virtue of the aforesaid license hereby
 give, grant, bargain, sell and convey to the said City of Boston, one undivided fourth part
 of a certain parcel of land situate in that part of said Boston formerly West Rox-
 bury and bounded as follows: northwesterly by Washington street, 329 and 39/100 feet;
 northeasterly by land now or formerly of the President and Fellows of Harvard College
 by two lines 200 feet and 718 and 25/100 feet: southeasterly by land now or formerly
 of Clarence E Tuttle by two lines 120 feet and 313 and 3/100 feet; southerly and
 again southeasterly by Florence street by two lines, 75 and 97/100 feet and 211 and
 2/100 feet; southwesterly by land taken for sewer purposes October 8, 1896, 797 and
 80/100 feet: containing 419584 square feet, more or less. This conveyance is made
 subject to the taxes to be assessed as of May 1, 1902 and to the unpaid balance of a
 sewer assessment upon the described premises which said taxes and said unpaid
 balance of said sewer assessment, said City agrees to assume as a part of the consid-
 eration herein named.

The described premises were taken for the purposes of a public playground by
 the Board of Park Commissioners of said City of Boston on the 26th day of June 1902
 by an instrument duly recorded with Suffolk Deeds, and the above named consideration
 has been received in full satisfaction and discharge of all said minors claims and
 demands against said City for damages, costs expenses and compensation for on account
 of or in any way growing out of said taking.

with all the appurtenances thereto belonging
 TO HAVE AND TO HOLD the aforegranted premises, to the said City of Boston, its
 successors and assigns, ^{to their own use and behoof} in fee simple forever. And-----do hereby, for-----,---
 heirs, executors and administrators, covenant with the said City of Boston and its---
 assigns, that lawfully seized in fee of the aforegranted
 premises; that they are free from all incumbrances

AND for the consideration aforesaid,

IN WITNESS WHEREOF, I the said

Signed and sealed }
in presence of }

Parker W. Whittemore, Guardian (seal)

Register.

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Know all men by these presents,

That I, Anna L. Wilbur of Boston in the Commonwealth of Massachusetts, widow.

In consideration of four thousand dollars to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, for the purposes of a public park a certain parcel of land situate in that part of said Boston known as South Boston, and bounded and described as follows: beginning at a point on the southerly side of a passage-way twenty feet wide, which point is distant two hundred and seventeen feet westerly from the westerly line of K street, and running westerly by said passage-way fifty feet; thence turning and running southerly parallel with said K street one hundred and five feet to land of said City taken for a public park; thence turning and running easterly by said last mentioned land fifty feet to other land of said City, formerly of Edward C. Gifford; thence turning and running northerly by said last mentioned land, and by other land now or formerly of said Gifford, one hundred and five feet to the point of beginning: containing five thousand two hundred and fifty square feet, more or less, and being the same premises conveyed to me by deed of Charles S. Judkins, dated January 18, 1889, and recorded with Suffolk Deeds, Lib. 1858, fol. 371.

A portion of the described premises was taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed April 30, 1890, and the above named consideration has been received in full satisfaction and discharge of all claims and demands against said City for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking and the laying out and construction of said park.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And I, the said grantor, for myself and my heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all
incumbrances made or suffered by me ~~except said taking and the betterments assessed~~
~~on account of the laying out of said park~~
and that I will, and my heirs, executors and administrators
shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against
the lawful claims and demands of all persons, claiming by, through or under me -----
but against none other.

~~AND for the consideration aforesaid.~~

~~do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower
and homestead exemption in the granted premises.~~

IN WITNESS WHEREOF, I the said Anna L. Wilbur

have hereunto set my hand and
seal this ---- Twenty-eighth day of-- October ---- . in the year of our
Lord one thousand eight hundred and ninety-two

*Signed and sealed)
in presence of*

T. S. Hessel tine. Anna L. Wilbur (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. October 28, 1892

Then personally appeared the above-named Anna L. Wilbur -----
and acknowledged the foregoing instrument to be her free act and deed,
Before me,
Henry J. Wells

Justice of the Peace.

Approved,
Roscoe P. Owen
City Conveyancer.

BOSTON, November 7, 1892 2 h. 20 m. P. M.

Received and entered with Suffolk Deeds lib. 2094 page 106

Attest,
Thos. F. Temple. *Register.*

Know all men by these presents,

That we Sumner P Willard, Alice Willard single woman, Charles Franklin Willard, and E. Holbrook Saurtellotte, and Mable W. Tourtelotte his wife in her right, all of Marlborough in the Commonwealth of Massachusetts

In consideration of one dollar and other valuable consideration to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, all our right, title and interest in and to a certain parcel of land situate in that part of Boston in said Commonwealth which was formerly Roxbury and bounded and described as follows: southeasterly by Columbus avenue 42 and 42/100 feet; westerly and southwesterly by land of said City of Boston by a broken line 189 and 76/100 feet, 43 and 50/100 feet, 46 and 62/100 feet, 45 and 14/100 feet, 37 and 77/100 feet, and 30 and 70/100 feet; northwesterly by land of a person or persons unknown 42 and 79/100 feet; northeasterly by land formerly of Saunders and of Burnham now of said City of Boston 61 and 72/100 feet; southeasterly and easterly by land formerly of the West End Street Railway Company, now of said City by two lines 207 and 95/100 feet and 117 and 63/100 feet: containing 12673 sq ft more or less, and being lots marked A, B, C, D, E, & F, on a plan made by the C. W. Wood Co Surveyors dated April 17, 1896, and on file in the office of the Board of Park Commissioners of said City of Boston; and for said consideration we hereby release and discharge said City of Boston from all claims we have for the taking of the described premises by votes of the said Board of Park Commissioners passed May 29, 1899, and January 1, 1900; this conveyance is made subject to all assessments for the extension of Columbus avenue which are to be assumed and paid by the grantee.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators.

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made ~~or suffered~~ by us except as aforesaid.

and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other. except as aforesaid

AND for the consideration aforesaid, I, Josephine A. Willard, wife of said Sumner P.

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Sumner P Willard, Alice Willard, Charles Franklin Willard, L. Holbrook Tourtelotte, Mabel W. Tourtellotte, Josephine A. Willard, the said Charles Franklin Willard being unmarried,

hereby adopting one common seal have hereunto set our hand^s and
seal this 8th day of January , in the year of our
Lord one thousand nine hundred and three

Signed and sealed }
in presence of }

Sumner P Willard (seal)
 Mabel W. Tourtellotte
 L. Holbrook Tourtellotte
 Josephine A Willard
 Charles Franklin Willard
 Alice Willard

Commonwealth of Massachusetts.

SUFFOLK, SS. Boston January 12 1903

Then personally appeared the above-named Charles Franklin Wil and
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

H. M. Aldrich

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, January 16 1903 4 h. 12 m. P M.

Received and entered with Suffolk Deeds lib. 2875 page 584

Attest,

Thos F Temple

Register.

Know all men by these presents,

That we Herbert J. Willard of Portland in the State of Maine, L. Holbrook Tourtellotte, and Mabel Tourtellotte his wife in her own right, Sumner P. Willard, Alice Willard, and Charles Franklin Willard, all of Marlboro in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable consideration, paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, certain parcel of land situated in that part of said Boston formerly Roxbury in said Commonwealth near Columbus avenue and Camden street and bounded and described as follows, viz: southeast by land formerly of Edgar B. Evans and others 535 feet; southwest by lot numbered 8 on the plan hereinafter mentioned 21 and 60/100 feet; northwest by land formerly of Henry D. Williams and others 558 feet; and easterly by lot marked C on said plan 46 and 62/100 feet: containing 14956 square feet more or less, and being lot 3 as shown on a plan made by the C.H.W. Wood Co., surveyors, dated April 17, 1899 and on file in the office of the Board of Park Commissioners of said City a blue print of which is to be recorded in Suffolk Registry of Deeds.

Also all our right title and interest whether of passage or otherwise in or over the whole of said lot 8 on said plan; and for said consideration we hereby release and discharge said City of Boston from any and all claims for damages, costs and expenses in consequence of the taking of said lots numbered 3 and 8 on said plan. by a vote of the Board of Park Commissioners of said City passed May 29, 1899

This conveyance is made subject to the tax assessed May 1, 1899, and to any lien or assessment for the extension and construction of Columbus avenue all of which said City assumes.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators,

do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us except as aforesaid
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under but against none other.

AND for the consideration aforesaid, I, Josephine A. Willard, wife of said Sumner P. Willard

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Herbert J. Willard, L. Holbrook Tourtellotte Mabel W. Tourtellotte, Sumner P. Willard, Josephine A. Willard, Alice Willard, and Charles Franklin Willard, the said Herbert, Alice and Charles being unmarried

seals this 30th day of June, have hereunto set our hands and in the year of our Lord one thousand eight hundred and 99

Signed and sealed }
in presence of }

John W. Banks for H.J.W.

Herbert J. Willard (seal)
L. Holbrook Tourtellotte (seal)
Mabel W. Tourtellotte (seal)
Sumner P. Willard (seal)
Josephine A. Willard (seal)
Alice Willard (seal)
Charles Franklin Willard (seal)

Commonwealth of Massachusetts.

SUFFOLK, SS. July 3, 189 9

Then personally appeared the above-named Sumner P. Willard
and acknowledged the foregoing instrument to be his free act and deed,
Before me,
Wm. N. Davenport

Justice of the Peace.

Approved,

Chas Frank Day
City Conveyancer.

BOSTON, July 6 189 9 1 h. 33 m. P M.

Received and entered with Suffolk Deeds lib. 2619 page 152

Attest,

Thos F. Temple.
Register.

Know all men by these presents,

That we, Alice Williams, widow, Louise H. Williams, single woman, Ralph B. Williams, and Ruth Williams, single woman, all of Boston in the Commonwealth of Massachusetts, said Alice being the widow and the other grantors the sole heirs at law of Thomas B. Williams, late of said Boston, deceased intestate

In consideration of ----- one dollar and other valuable considerations to us paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston, for the purposes of a public park, a certain parcel of land situate in that part of said Boston formerly West Roxbury, and bounded and described as follows: beginning at the intersection of the southerly line of Centre street with the westerly line of Walter street and running southerly on said Walter street 468 49/100 feet to other land of grantors; thence running north easterly by a curved line of fifteen feet radius 30 21/100 feet; thence running westerly by a line tangent to this and to the next following curve 175 82/100 feet; thence running westerly by a curved line turning to the north, of 924 56/100 feet radius 935 14/100 feet; thence running northwesterly by a line tangent to this and to the next following curve 23 38/100 feet; thence running westerly by a curved line turning to the south, of 10 feet radius, 12 76/100 feet to the southerly line of Centre street, all of the above described lines between Walter and Centre streets bounding on other land of grantors; thence running easterly on said Centre street, 1111 5/100 feet to the point of beginning: containing 410844 square feet, more or less.

Also all our right, title, and interest in and to the fee and soil of so much of said Walter and Centre streets as is included within the lines of said park as shown on the plan hereinafter mentioned.

Also a certain other parcel of land situate in that part of said Boston on the opposite side of Centre street from the above described parcel, and bounded and described as follows: beginning on the northerly line of Centre street at the extreme easterly corner of said parcel of land; thence running southwesterly on said Centre street 443 39/100 feet to other land of grantors; thence running northerly by a curved line of 10 feet radius, 18 29/100 feet; thence running northwesterly by a line tangent to this and the next following curve 106 12/100 feet; thence running northwesterly by a curved line turning to the south, of 713 78/100 feet radius, 142 8/100 feet; thence compounding and running westerly by a curved line turning to the south, of 359 26/100 feet radius, 283 64/100 feet; thence compounding and running southwesterly by a curved line turning to the south, of 713 76/100 feet radius, 142 8/100 feet; thence running southwesterly by a line tangent to this and to the next following curve 158 10/100 feet, thence running westerly by a curved line turning to the north, of 955 37/100 feet radius, 570 54/100 feet; thence running westerly by a line tangent to this and to the next following curve 193 52/100 feet; thence running westerly by a curved line turning to the south of 1432 66/100 feet radius, 158 83/100 feet to land of said City taken from the heirs of George T. Goldsmith, all of the above described lines bounding on other land of grantors; thence running northeasterly and easterly on said land formerly of said heirs of Goldsmith

597 10/100 feet, as the wall now stands, to land of said City, formerly of Sarah M. Pratt; thence running northeasterly on said land formerly of said Pratt in a straight line to a stone monument and to other land of said Pratt; thence running easterly on said land of said Pratt by a curved line, the centre of said curved line being on the prolongation of the last described line of 70 57/100 feet radius 110 85/100 feet to a stone monument distant on a straight line 99 8/10 feet from the first mentioned monument; thence running And for the above-named consideration --- we --- do also hereby give and grant unto

the said City of Boston the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon our northeasterly on said land of said Pratt by a line tangent to said curve 465 54/100 ft to other land of grantors; thence running southeasterly on said last mentioned land 1013 10/100 ft to the point of beginning: containing 973082 square feet, more or less.

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remaining land abutting upon said park, and do also, for our selves and our heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that we will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, ~~or to support the bank on the line of said park, where cutting down is~~ ^{Stet.} required for such grading, and further that we will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon our said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said park. The described premises are shown on a plan

signed made by William Jackson, City Engineer, dated October 22, 1894, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to us on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the ^{southerly} boundary line of said park, within said parcel of land, a roadway and walk to which we and our heirs and assigns, (owners or occupants of adjoining lands of grantor,) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, we hereby, for our selves and our heirs, executors, and administrators, covenant with said CITY OF BOSTON, that we and our heirs and assigns will hold our remaining land abutting upon said park, and to a distance of one hundred feet ^{said southerly boundary line thereof} therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by us of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor ~~exceed sixty feet in height from the mean grade of the edge-stone or sidewalk in front to the ceiling of the extreme upper story~~ (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected therewith, and also ^{plazas projecting not more than 10 ft.} cornices at the roof of the building) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantors, their heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

~~# nor excepting churches or chapels exceed 70 ft in height to the highest point of the roof from the mean grade of the adjoining sidewalk of said parkway, or above the grade of the ground at the principal front of the bldg, in case the grade of said ground is above the grade of said parkway.~~

TO HAVE AND TO HOLD the aforegranted premises to the said CITY of BOSTON in fee simple forever. ~~And~~ , the said

~~for~~ ~~set~~ ~~and~~ ~~heirs, executors and administrators, do~~ ~~covenant with the~~ ~~said CITY OF BOSTON, that~~

lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances,

~~that~~ ~~have~~ ~~good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that~~ ~~will, and~~ ~~heirs, executors and administrators shall warrant and defend the~~ ~~same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons~~

IN WITNESS WHEREOF, we the said Alice Williams, Louise H. Williams, Ralph B. Williams, and Ruth Williams

have hereunto set our hands and seals this -- twenty-eighth day of -- March -- , in the year of our Lord one thousand eight hundred and ninety-six.

Signed and sealed)
in presence of)
57 words having been interlined
on the 2nd page before signing,

Alice Williams	(seal)
Louise H. Williams	(seal)
Ralph B. Williams,	(seal)
Ruth Williams	(seal)
Benjamin C. Clark,	
P. Prentiss Clark.	

Commonwealth of Massachusetts.

SUFFOLK, SS. March 28 1896 .

Then personally appeared the above named Alice Williams, Louise H. Williams, Ralph B. Williams and Ruth Williams their and acknowledged the foregoing instrument to be free act and deed,

Before me,
Benjamin C. Clark,
Justice of the Peace.

Approved,
Roscoe P. Owen.
City Conveyancer.

BOSTON, April 2 1896 . 4 h. 8 m. P.M.

Received and entered with Suffolk Deeds, lib. 2348 fol. 129

Attest,
Thor. T. Temple. Register.

18

CITY OF BOSTON.

TO THE

PUBLIC PARK DEED.

Know all men by these presents,

That I, Alice Williams of Boston in the Commonwealth of Massachusetts widow

In consideration of one dollar and other valuable considerations to me paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said CITY OF BOSTON, for the purposes of a public park, three certain parcels of land situate in that part of said Boston formerly West Roxbury and bounded and described as follows respectively:

First parcel: beginning on the northerly line of said parcel at its intersection with a curved line of 383 6/100 feet radius and on land of said City taken from the heirs of George W. Goldsmith and running southwesterly by said curved line, turning to the south, 80 42/100 feet; thence running southwesterly by a line tangent to this and the next following curve 38 21/100 feet; thence running southwesterly by a curved line turning to the north, of 955 37/100 feet radius, 126 39/100 feet, all on other land of grantor, to land of said City taken from Benjamin C. Clark; thence running northeasterly on said last mentioned land 139 20/100 feet to land of said City taken from Aaron D. Weld and Francis C. Welch, trustees; thence running northeasterly on said last mentioned land 128 34/100 feet to said land taken from the heirs of George W. Goldsmith; thence running southeasterly on said last mentioned land 49 feet to the point of beginning: containing 10159 square feet, more or less.

Second parcel: beginning at the easterly corner of said parcel at the intersection of the line between said land and the land of said City taken from Benjamin C. Clark with the line of land taken from said Davis and Welch, trustees, thence running southwesterly on said land taken from said Clark 383 03/100 feet to other land of grantor; thence running northerly 3 56/100 feet by a line tangent to the next curve; thence running northerly by a curved line turning to the west, of 1432 69/100 feet radius, 152 74/100 feet; thence running northerly by a line tangent to this and the next following curve 90 45/100 feet; thence running northerly by a curved line turning to the east, of 955 37/100 feet radius, 33 65/100 feet, all on said other land of grantor, to said land taken from said Davis and Welch, trustees; thence running easterly on said last mentioned land 104 5/100 feet to the point of beginning: containing 13654 square feet, more or less.

Third parcel: beginning on the northerly line of Weld street at the westerly corner of land of said City taken from Benjamin C. Clark; thence running northerly on said last mentioned land 11 14/100 feet to other land of grantor; thence running southwesterly on said other land of grantor by a curved line of ten feet radius 10 83/100 feet to the northerly line of Weld street; thence running easterly on said Weld street 11 14/100 feet to the point of beginning: containing 27 square feet, more or less.

The above described parcels are situate on or near said Weld street, and were taken and laid out as a part of a public park by an act of the Board of Park Commissioners of said City of Boston, passed October 22, 1894, and the above named consideration has been received in full satisfaction and discharge of all claims and demands for damages, costs, expenses, and compensation for, on account of, or in any way growing out of said taking.

And for the above-named consideration --- I ----do also hereby give and grant unto the said CITY OF BOSTON the right to slope or bank the filling, where required for grading said park, to the grade to be established therefor by the Park Commissioners of said City, upon my

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remaining land abutting upon said park, and do also, for myself and my heirs, executors, administrators, and assigns, covenant and agree with the said CITY OF BOSTON that

I will not and they shall not make or have any claim or demand against said city for damages in consequence of the omission by said city to build or maintain a retaining-wall or bulkhead to support such filling, or to support the bank on the line of said park, where cutting down is ~~Stet.~~ required for such grading, and further that I will not, and they shall not remove or permit to be removed by any person other than the officers or agents of said city any portion of the filling placed or sloped upon my said remaining land abutting upon said park in grading the same as aforesaid, unless a retaining-wall or bulkhead to support said filling shall be built upon the line of my said remaining land abutting upon said park. The described premises are shown on a plan

signed ~~made~~ by William Jackson, City Engineer, dated October 22, 1894, and filed in the office of said Park Commissioners, to which plan reference may be had for a more particular description of said premises.

This conveyance is made upon the express condition that if any betterments are assessed upon estates belonging to me on account of the laying out and construction of said park, said betterments shall be assumed by said CITY OF BOSTON.

AND for the above-named consideration, and the further consideration that said CITY OF BOSTON shall construct along the ^{southeasterly} boundary line of said park, within said parcels ~~of land,~~ ^{firstly & thirdly herein described} a roadway and walk to which I and my heirs and assigns, (owners or occupants of adjoining lands of grantor) shall have free access, with the right to use the same for the purposes of a way, subject to such reasonable rules and regulations as may from time to time be made by the Park Commissioners of said city, or by any other board or department having for the time being the control and management of said park, I hereby, for myself and my heirs, executors, and administrators, covenant with said CITY OF BOSTON, that I and my heirs and assigns will hold my remaining land abutting upon said park, and to a distance of one hundred feet ^{said southeasterly boundary line thereof} therefrom, subject to the following restrictions, which shall be inserted or referred to in any conveyance hereafter made by me of the whole or any part of said restricted land : —

1. No building erected or placed upon said premises shall be used for a livery or public stable, or for any mechanical, mercantile, or manufacturing purposes, nor exceed five stories in height above the basement or cellar, nor exceed sixty feet in height from the mean grade of the edgestone or sidewalk in front to the ceiling of the extreme upper story (excepting churches or chapels), and no roof shall be used for laundry or clothes-drying purposes.

2. No wooden house arranged for more than one family, nor wooden block consisting of more than two houses, nor wooden house or block standing at a distance less than five feet from the side line of the lot upon which the same is placed, and no wooden house costing less than five thousand dollars, nor brick or stone house costing less than seven thousand dollars, nor apartment house costing less than four thousand dollars per suite of apartments, exclusive in each case of the cost of the land, shall be erected or placed upon said premises.

3. No building shall be erected or placed upon said premises within twenty-five feet from the exterior line of said park; provided that steps, windows, porticos, and other usual projections appurtenant to the front wall of a building are to be allowed in this reserved space of twenty-five feet, subject to the following limitations, viz.: first, that no projections of any kind (other than door-steps and balustrades connected ^{plazas projecting not more than 15 feet} therewith, and also ~~cornices at the roof of the building~~) shall extend more than five feet from the rear line of the aforesaid space; second, that no projections in the nature of a bay-window, corner-bay, circular front, or octagon front, with the foundation wall sustaining the same (such foundation wall being a projection of the front wall), will be allowed (excepting oriel windows above the first story on a street corner), unless any horizontal sections of such projections would fall within the external lines of trapezoids, the sum of whose bases upon the rear line of the aforesaid space does not exceed seven-tenths of the whole front of the building, and the base of any one of which trapezoids does not exceed eighteen feet, and whose side lines make an angle of forty-five degrees with the base; and each house in a block shall be considered a separate building within the meaning of this limitation.

The restrictions above set forth shall continue in force so long as such roadway and walk shall be maintained by said CITY OF BOSTON, and the grantor, her heirs and assigns, owners or occupants of grantor adjoining lands, shall have free access thereto and liberty to use the same for the purposes of a way, subject to the rules and regulations aforesaid.

~~#~~exceed 70 ft in height to the highest point of the roof from the mean grade of the adjoining sidewalk of said parkway, or above the grade of the ground at the principal front of the bldg., in case the grade of said ground is above the grade of said parkway.

TO HAVE AND TO HOLD the aforegranted premises to the said CITY OF BOSTON in fee simple forever. And _____, the said _____

for _____ and _____ heirs, executors and administrators, do _____ covenant with the said CITY OF BOSTON, that _____ lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances, that _____ have good right to sell and convey the same to the said CITY OF BOSTON forever as aforesaid; and that _____ will, and _____ heirs, executors and administrators shall warrant and defend the same to the said CITY OF BOSTON forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Alice Williams

have hereunto set my hand and seal this -- twenty-eighth day of -- March, in the year of our Lord one thousand eight hundred and ninety-six.

Signed and sealed }
in presence of }
76 words having been int rlined
on the 2nd page before signing.
Benjamin C. Clark,

Alice Williams (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss. March 28 18 96 .

Then personally appeared the above named Alice Williams,
and acknowledged the foregoing instrument to be her free act and deed,

Before me, Benjamin C. Clark,
Justice of the Peace.

Approved,
Roscoe P. Owen,
City Conveyancer.

BOSTON, April 2 18 96 . 4 h. 8 m. P.M.

Received and entered with Suffolk Deeds, lib. 2348 fol. 133

Attest, Thos. F. Temple. Register.

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PUBLIC PARK DEED.

TO THE

CITY OF BOSTON.

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Know all men by these presents,

That Henry D. Williams and Hetty B. Williams both of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other valuable consideration to us paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, all our right, title and interest in and to a certain tract of land situate in that part of said Boston, formerly Roxbury, and bounded and described as follows: southeasterly by Columbus avenue 42 and 42/100 feet; westerly and southwesterly by land of the City of Boston by a broken line 189 and 76/100 feet; 43 and 50/100 feet; 46 and 62/100 feet; 45 and 14/100 feet; 37 and 77/100 feet; and 30 and 70/100 feet; northwesterly by land of a person or persons unknown, 42 and 79/100 feet; northeasterly by land formerly of Saunders and of Burnham, now of said City of Boston, 61 and 72/100 feet; southeasterly and easterly by land formerly of the West End Street Railway Company, now of said City by two lines, 207 and 95/100 feet; and 117 and 63/100 feet: containing 12673 square feet, more or less, and being lots marked A, B, C, D, E, & F, on a plan made by the C. H. Wood & Co., Surveyors, dated April 17, 1899 and on file in the office of the Board of Park Commissioners of said City of Boston.

And for said consideration we hereby release and discharge said City of Boston from all claims we have for the taking of the described premises by votes of said Board of Park Commissioners passed May 29, 1899 and January 1, 1900.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors, for ourselves and our heirs, executors and administrators.

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do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us except said takings

and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us but against none other.

AND for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Henry D. Williams and Hetty B. Williams both being unmarried,

have hereunto set our hands and seals this 9th day of January, in the year of our Lord one thousand nine hundred and three

*Signed and sealed }
in presence of }*

Henry D. Williams (seal)

Hetty D. Williams (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

January 9

1903

Then personally appeared the above-named Henry D Williams and Hetty B Williams and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Albert E. Clary

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, January 16 1903 4 h. 12 m. P M.

Received and entered with Suffolk Deeds lib. 2875 page 5 86

Attest,

Thos F Temple

Register.

Know all men by these presents,

That we, Henry D. Williams and Hetty B. Williams, both of Boston in the Commonwealth of Massachusetts,

In consideration of one dollar and other consideration paid by the CITY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever QUITCLAIM to the said CITY OF BOSTON, and its assigns forever, one undivided half of a certain parcel of land situated in that part of said Boston formerly Roxbury near Columbus avenue and Camden street, and bounded and described as follows, viz: southeast by land formerly of the heirs of Frances V. Willard, 558 feet; southwest by lot numbered 8 on the plan hereafter mentioned 21 and 40/100 feet; northwest by land now or formerly of James H. Stark 574 feet; and easterly by lot marked D on said plan, 45 and 14/100 feet. Said entire lot contains 16199 square feet, more or less, and is lot 4 as shown on a plan made by the C. H. W. Wood Company, Surveyors, dated April 17, 1899 on file in the office of the Park Commissioners of said City, a blue print of which is to be recorded with Suffolk Registry of Deeds; also all our right, title and interest, whether of passage or otherwise in and over the whole of lot 8 on said plan.

And for said consideration we hereby release and discharge said City of Boston from any and all claims we or either of us have by reason of the taking of said lots numbered 4 and 8 by a vote of the Board of Park Commissioners of said City passed May 29, 1899. This conveyance is made subject to the tax assessed May 1, 1899, and to any lien or assessment for the extension and construction of Columbus avenue, all of which said City is to assume.

TO HAVE AND TO HOLD the above-released premises, with all the privileges and appurtenances to the same belonging, to the said CITY OF BOSTON, its successors and assigns, to its and their use and behoof forever. And we, the said grantors
 , for ourselves and our heirs, executors and administrators,

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do covenant with the said CITY OF BOSTON, and its assigns, that the premises are free from all incumbrances made or suffered by us, except as aforesaid
and that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF BOSTON, and its assigns forever, against the lawful claims and demands of all persons, claiming by, through or under us except as aforesaid but against none other.

~~AND~~ for the consideration aforesaid,

do hereby release unto the said CITY OF BOSTON, its successors and assigns, all right of dower and homestead exemption in the granted premises.

IN WITNESS WHEREOF, we the said Henry D Williams and Hetty D. Williams both being unmarried,

have hereunto set our hands and
seals this 13th day of June . in the year of our
Lord one thousand eight hundred and 99

*Signed and sealed)
in presence of)*

C. F. Day to H.T.W.
Alice H. Healy to H.D.W

Henry D. Williams (seal)

Hetty B. Williams (seal)

Commonwealth of Massachusetts.

SUFFOLK, ss.

July 6

1899

Then personally appeared the above-named Henry D. Williams
and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Chas Frank Day

Justice of the Peace.

Approved,

Chas Frank Day

City Conveyancer.

BOSTON, July 6 1899 1 h. 23 m. P M.

Received and entered with Suffolk Deeds lib. 2619 page 154

Attest,

Thos F. Temple.

Register.

Know all men by these presents,

That The Winsor School, a corporation duly organized and established under the laws of the Commonwealth of Massachusetts, in consideration of a grant to it of other land by the City of Boston, a municipal corporation, of even delivery and to be recorded herewith, and one dollar to it paid by the said City of Boston, the receipt whereof is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto the said City of Boston, a certain parcel of vacant land situated in that part of Boston, in the County of Suffolk and said Commonwealth, formerly Roxbury, bounded and described as follows: Southwesterly by Longwood avenue two hundred twenty feet; Northwesterly by Plymouth Street one hundred fifty-six feet six inches; Northeasterly by land now of said City of Boston being Berners Square so called, two hundred twenty feet, and Southeasterly by Bellevue Street One hundred fifty-six feet six inches; containing 34,430 square feet of land.

The above described premises are hereby conveyed to said City for use as a public park.

Being in part the same premises conveyed to the said The Winsor School by Charles W. Hubbard and Francis W. Fabyan, Trustees, by deed duly recorded with Suffolk Deeds, and in part a part of the premises released to the said The Winsor School by six deeds of even delivery and to be recorded herewith, from (1) Mary C. Sears et al., (2) Miriam Shaw, (3) Francis Shaw, Guardian, (4) David Sears et al., (5) Frederick R. Sears et als., (6) Frederick R. Sears et als., Trustees.

And for the above named consideration the said Grantor Corporation hereby agrees that it will, entirely at its own expense, grade and surface with loam uniformly and in a manner satisfactory to the Park Department of the City of Boston, all that tract of land including the premises hereinabove granted, bounded Northeasterly by the present northeasterly line of Berners Street (formerly called Bernier Street) southeasterly by Bellevue Street, southwesterly by Longwood Avenue, and northwesterly by Plymouth Street, and hereby grants to the City of Boston, and its successors and assigns a right of way in, through and over, and the right to use for all purposes of way and travel, in common with said The Winsor School and others lawfully entitled, including those to whom similar rights may in future be granted, a certain private way or street forty feet in width situated in that part of said Boston, formerly Roxbury, and running from Bellevue Street to the Riverway, as established by two certain agreements one dated May 13, 1910, and recorded with Suffolk Deeds, Book 3453, page 176, and the other dated March 22, 1911, and recorded with Suffolk Deeds, Book 3526, page 27, between the said The Winsor School and Andrew G. Webster and Arthur Reed, Trustees. Said private way or street is shown on a certain plan recorded with the agreement last hereinabove referred to and is also shown and marked "Short

St. Extension" on "Plans of Land in Ward 19, Boston," made by Aspinwall and Lincoln, Civil Engineers, dated May 26, 1911, to be recorded herewith.

TO HAVE AND TO HOLD the above-granted premises with the rights, easements, privileges and appurtenances thereto belonging to the said City of Boston, and its successors and assigns to their own use and behoof forever.

And the said The Winsor School, for itself and its successors, covenants with the said City of Boston, and its successors and assigns, that the granted premises are free from all incumbrances made by it, and that it will, and its successors shall warrant and defend the same to the said City of Boston, and its successors and assigns against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

IN WITNESS WHEREOF, the said The Winsor School has caused these presents
to be signed in its name and behalf, and its corporate seal to be hereunto af-
fixed by Charles W. Hubbard, its Treasurer, hereto duly authorized by vote, a
copy of which is hereunto annexed, this day of
A. D. 1911.

COMMONWEALTH OF MASSACHUSETTS.

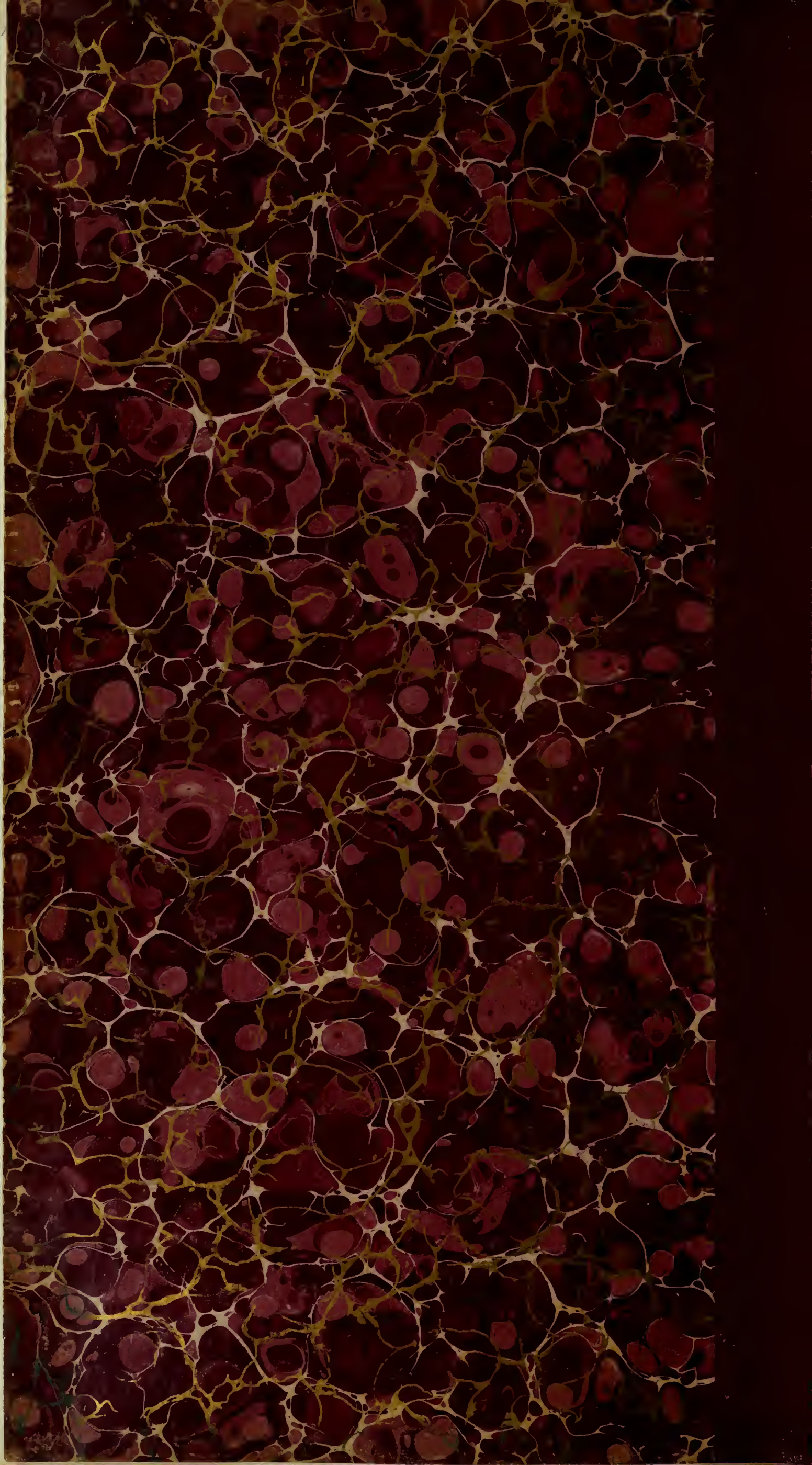
Suffolk, SS

1911

Then personally appeared the above-named Charles W. Hubbard, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of The Winsor School. Before me,

Justice of the Peace.





COVER NO. 5249

MUSEUM OF COMPARATIVE ZOOLOGY

Cambridge, Mass.

1900

